

# EXHIBIT A

**Account No. 1-53523**  
**Policy No. 1063282**

### **SUCCESSIVE RENEWAL AGREEMENT**

This Agreement is a part of this Policy, and the terms and conditions of this Policy are amended, as follows:

This Company will renew this Policy for a twelve (12)- month term, effective on each of the Successive Renewal Dates listed below, provided that no Expiration Condition, as described below, occurs. It is further agreed that rates will not be adjusted on such Successive Renewals. However, the costs for CYBER ADDITIONAL COVERAGES, CYBER TIME ELEMENT COVERAGE EXTENSIONS, **earth movement, terrorism and flood** (as such coverage may apply under this Policy) are not part of this agreement and the Company will determine the costs for these covers on such successive renewals.

Should an Expiration Condition occur, then the Policy will expire at the end of the applicable twelve (12)- month term, all coverage under the Policy will cease and terminate, and the remaining Successive Renewals, if any, will not take place. The Company will provide not less than sixty (60) days' notice of any termination triggered by an Expiration Condition.

Instead of terminating the Policy, this Company may, at its sole discretion, propose changes to the Policy's terms and conditions related to the Expiration Condition. If the Insured agrees to the revised terms and conditions as proposed by the Company, then the Policy will be renewed with the revised terms and conditions, effective as of the next Successive Renewal Date.

#### Expiration Condition(s)

- 1) A broadly applied action taken by the reinsurance industry or by governing or regulatory bodies that affects the Company's ability to renew the terms and conditions as of any Successive Renewal Date.
- 2) Protection against loss or damage, including loss prevention programs, is reduced from what existed at inception. However, this condition shall not apply if such protection is restored as soon as practical after discovery.
- 3) The account averages a Loss Ratio greater than 70% as measured over the prior policy period. Loss ratio is losses paid and reserved less deductible divided by earned premium during the period.

#### Successive Renewal Date(s)

Effective: 15 March 2020 for a twelve (12)- month term



Factory Mutual Insurance Company  
P.O. Box 7500  
Johnston, Rhode Island 02919  
1-800-343-7722

## MUTUAL CORPORATION NON-ASSESSABLE POLICY

### DECLARATIONS

<b>Policy No.</b> 1063282	<b>Previous Policy No.</b> 1050440	<b>DATE OF ISSUE</b> 13 March 2020
<b>Account No.</b> 1-53523	<b>Replaces Binder No.</b>	

In consideration of this Policy's Provisions, Conditions, Stipulations, Exclusions and Limits of Liability, and of premium charged, Factory Mutual Insurance Company, hereafter referred to as the Company, does insure:

#### INSURED:

Thor Equities, LLC

(For Complete Title See Policy)

The term of this Policy is from the 15th day of March 2020 to the 15th day of March 2021 at 12:01 a.m., Standard Time, at the Locations of property involved as provided in this Policy.

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.

By virtue of this Policy and any other policies purchased from the Company being in force, the Insured becomes a member of the Company, subject to the provisions of its charter and by-laws, and is entitled to one vote either in person or by proxy at any and all meetings of said Company.

Assignment of this Policy will not be valid except with the written consent of the Company.

This Policy is made and accepted subject to the above provisions and those hereinafter stated, which are made a part of this Policy, together with such other provisions and agreements as may be added to this Policy.

In Witness, this Company has issued this Policy at its office in the city of Johnston, R. I.  
this 13th day of March 2020.

Authorized Signature

Secretary

President

Countersigned (if required) this \_\_\_\_\_ day of \_\_\_\_\_

Agent

**Florida information: "THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**





Factory Mutual Insurance Company  
Johnston, Rhode Island  
A Mutual Corporation

This policy is Non-Assessable.

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.

In case of loss notify the company or its local agent at once in writing.

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies, or contracts of insurance of which the following shall apply to and form a part of this policy.

**EXTRACTS FROM CHARTER OF THIS COMPANY**  
Granted by the General Assembly of the State of Rhode Island

SECTION 5: Except as hereinafter specifically provided, each natural person, partnership, association, corporation or legal entity insured on the mutual plan by the Corporation shall be a member of the Corporation during the term of its policy but no longer, and at all meetings of the members shall be entitled to one vote either in person or by proxy, provided, however, that where there is more than one insured under any policy, such insureds shall nevertheless be deemed to be a single member of the Corporation for all purposes. The Corporation may issue policies which do not entitle the insured to membership in the Corporation nor to participate in its surplus.

SECTION 10: Upon the termination of the membership of any member, all his or its right and interest in the surplus, reserves and other assets of the Corporation shall forthwith cease.

**EXTRACTS FROM THE BY-LAWS OF THIS COMPANY**  
Adopted July 13, 2000

ARTICLE 1 – MEETINGS OF THE MEMBERS

SECTION 1. Annual Meeting

The annual meeting of the members shall be held at the principal offices of the Company, or at such other place as may be stated in the notice of the meeting, at 9:00 a.m. on the second Thursday of April in each year, for the election of directors and the transaction of such other business as may be brought before the meeting. If the annual meeting is omitted on the day herein provided therefor, a special meeting may be held in place thereof; and any business transacted or elections held at such special meeting shall be as effective as if transacted or held at the annual meeting.



Account No. 1-53523

Policy No. 1063282

**TABLE OF CONTENTS**  
**(Order In Which They Appear)**

Page No.

**SUCCESSIVE RENEWAL****DECLARATIONS PAGE****DECLARATIONS**

1.	NAMED INSURED AND MAILING ADDRESS .....	1
2.	POLICY DATES .....	1
3.	INSURANCE PROVIDED .....	1
4.	PREMIUM .....	1
5.	PREMIUM PAYABLE .....	1
6.	LOSS ADJUSTMENT/PAYABLE .....	1
7.	DEDUCTIBLE REIMBURSEMENT .....	3
8.	TERRITORY .....	3
9.	JURISDICTION .....	3
10.	CURRENCY .....	3
11.	LIMITS OF LIABILITY .....	3
12.	DEDUCTIBLES .....	6

**PROPERTY DAMAGE**

1.	INSURED PROPERTY .....	10
2.	EXCLUDED PROPERTY .....	10
3.	EXCLUSIONS .....	11
4.	APPLICATION OF POLICY TO DATE OR TIME RECOGNITION .....	15
5.	VALUATION .....	16
6.	ADDITIONAL COVERAGES .....	17
	CYBER ADDITIONAL COVERAGES .....	18
A.	DATA RESTORATION .....	18
B.	DATA SERVICE PROVIDER PROPERTY DAMAGE .....	19
	OTHER ADDITIONAL COVERAGES .....	20
A.	ACCIDENTAL INTERRUPTION OF SERVICES .....	20
B.	ACCOUNTS RECEIVABLE .....	21
C.	AUTOMATIC COVERAGE .....	22
D.	BRANDS AND LABELS .....	22
E.	CLAIMS PREPARATION COSTS .....	22
F.	COMMUNICABLE DISEASE RESPONSE .....	23
G.	CONSEQUENTIAL REDUCTION IN VALUE .....	23
H.	CONTROL OF DAMAGED PROPERTY .....	24
I.	DEBRIS REMOVAL .....	24
J.	DECONTAMINATION COSTS .....	24
K.	ERRORS AND OMISSIONS .....	25
L.	EXPEDITING COSTS .....	25
M.	FINE ARTS AND VALUABLE PAPERS AND RECORDS .....	25
N.	INSTALLMENT OR DEFERRED PAYMENTS .....	26
O.	LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL .....	27
P.	LAW AND ORDINANCE .....	27



Account No. 1-53523  
Policy No. 1063282

**TABLE OF CONTENTS**  
**(Order In Which They Appear)**

**Page No.**

Q.	LOSS PAYMENT INCREASED TAX LIABILITY .....	29
R.	MACHINERY OR EQUIPMENT STARTUP OPTION.....	29
S.	MISCELLANEOUS PROPERTY .....	30
T.	OPERATIONAL TESTING .....	31
U.	PROTECTION AND PRESERVATION OF PROPERTY .....	31
V.	SERVICE INTERRUPTION PROPERTY DAMAGE .....	31
W.	TEMPORARY REMOVAL OF PROPERTY .....	32
X.	TRANSPORTATION .....	33

**TIME ELEMENT**

1.	LOSS INSURED .....	36
2.	TIME ELEMENT COVERAGES .....	37
	A. INSURED OPTION .....	37
	B. GROSS EARNINGS.....	37
	C. GROSS PROFIT .....	39
	D. EXTRA EXPENSE.....	41
	E. LEASEHOLD INTEREST .....	42
	F. RENTAL INSURANCE .....	43
3.	PERIOD OF LIABILITY .....	43
4.	TIME ELEMENT EXCLUSIONS .....	46
5.	TIME ELEMENT COVERAGE EXTENSIONS .....	47
	CYBER TIME ELEMENT COVERAGE EXTENSIONS .....	47
	A. DATA SERVICE PROVIDER TIME ELEMENT.....	47
	B. OWNED NETWORK INTERRUPTION .....	48
	SUPPLY CHAIN TIME ELEMENT COVERAGE EXTENSIONS .....	49
	A. CIVIL OR MILITARY AUTHORITY .....	49
	B. CONTINGENT TIME ELEMENT EXTENDED .....	50
	C. INGRESS/EGRESS .....	50
	D. LOGISTICS EXTRA COST .....	51
	E. SERVICE INTERRUPTION TIME ELEMENT.....	52
	ADDITIONAL TIME ELEMENT COVERAGE EXTENSIONS.....	54
	A. ATTRACTION PROPERTY .....	54
	B. CRISIS MANAGEMENT .....	54
	C. DELAY IN STARTUP .....	55
	D. EXTENDED PERIOD OF LIABILITY .....	55
	E. INTERRUPTION BY COMMUNICABLE DISEASE.....	55
	F. ON PREMISES SERVICES .....	56
	G. PROTECTION AND PRESERVATION OF PROPERTY TIME ELEMENT .....	57
	H. RELATED REPORTED VALUES .....	57
	I. RESEARCH AND DEVELOPMENT.....	57
	J. SOFT COSTS .....	57

**LOSS ADJUSTMENT AND SETTLEMENT**

1.	REQUIREMENTS IN CASE OF LOSS .....	58
2.	CURRENCY FOR LOSS PAYMENT.....	59





Account No. 1-53523  
Policy No. 1063282

**TABLE OF CONTENTS**  
**(Order In Which They Appear)**

	<b>Page No.</b>
3. PARTIAL PAYMENT OF LOSS SETTLEMENT .....	59
4. COLLECTION FROM OTHERS .....	59
5. SUBROGATION .....	59
6. COMPANY OPTION .....	59
7. ABANDONMENT .....	59
8. APPRAISAL .....	60
9. SUIT AGAINST THE COMPANY .....	60
10. SETTLEMENT OF CLAIMS .....	61

**GENERAL PROVISIONS**

1. CANCELLATION/NON-RENEWAL .....	62
2. INSPECTIONS .....	62
3. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS .....	62
4. LIBERALIZATION .....	63
5. MISREPRESENTATION AND FRAUD .....	63
6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS .....	63
7. OTHER INSURANCE .....	65
8. POLICY MODIFICATION .....	65
9. REDUCTION BY LOSS .....	66
10. SUSPENSION .....	66
11. TITLES .....	66
12. ASSIGNMENT .....	66
13. DEFINITIONS .....	66

SCHEDULE OF LOCATIONS ..... APPENDIX A

FLOOD PRONE LOCATIONS ..... APPENDIX B

WIND AREAS ..... APPENDIX C

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT, Form  
FMG7308, Edition January 2020



**Account No. 1-53523**  
**Policy No. 1063282**

## **DECLARATIONS**

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.

### **1. NAMED INSURED AND MAILING ADDRESS**

Thor Equities, LLC and any subsidiary, and Thor Equities, LLC interest in any partnership or joint venture in which Thor Equities, LLC has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the "Insured," including legal representatives.

25 West 39th Street  
New York, New York, 10018  
United States of America

### **2. POLICY DATES**

The term of this Policy is:

FROM: 15 March 2020 at 12:01 a.m., Standard Time;  
TO: 15 March 2021 at 12:01 a.m., Standard Time,

at the **location** of property involved as provided in this Policy.

### **3. INSURANCE PROVIDED**

The coverage under this Policy applies to property described on the Schedule of Locations or covered under the terms and conditions of the AUTOMATIC COVERAGE, ERRORS AND OMISSIONS or MISCELLANEOUS PROPERTY provisions, unless otherwise provided.

Schedule of Locations are as listed on the Schedule of Locations attached to this Policy.

### **4. PREMIUM**

This Policy is issued in consideration of an initial premium.

### **5. PREMIUM PAYABLE**

Thor Equities, LLC pays the premium under this Policy, and any return of the paid premium accruing under this Policy will be paid to the account of Thor Equities, LLC.

### **6. LOSS ADJUSTMENT/PAYABLE**

Loss, if any, will be adjusted with and payable to Thor Equities, LLC, or as may be directed by Thor Equities, LLC.



**Account No. 1-53523**  
**Policy No. 1063282**

Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee either on a Certificate of Insurance or other evidence of insurance on file with the Company or named below.

When named on a Certificate of Insurance or other evidence of insurance, such additional interests are automatically added to this Policy as their interests may appear as of the effective date shown on the Certificate of Insurance or other evidence of insurance. The Certificate of Insurance or other evidence of insurance will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

The following additional interest(s) is added to the Policy as Mortgagee as their interests may appear. Such interests do not extend to any TIME ELEMENT coverage under this Policy.

Metropolitan Life Insurance Company  
 10 Park Avenue  
 Morristown, New Jersey 07960

As respects their interest in Real Property at the following:

<u>Location No.</u>	<u>Location Description</u>
IL3	17 & 27 East Monroe Street Chicago, Illinois 60603

Limit of Liability: 606,553,721

Adding such additional interest(s) does not amend, extend or alter the terms, conditions or provisions of this Policy.

The following additional interest(s) is added to the Policy as Mortgagee as their interests may appear. Such interests do not extend to any TIME ELEMENT coverage under this Policy.

Cantor Commercial Real Estate Lending, L.P.  
 Its successors and assigns, as their interests may appear  
 110 East 59<sup>th</sup> Street, 6<sup>th</sup> Floor  
 New York, New York 10022

As respects their interest in Real Property at the following:

<u>Location No.</u>	<u>Location Description</u>
NY78	164 5 <sup>th</sup> Avenue New York, New York 10010-5989

Limit of Liability: 8,140,000



Account No. 1-53523  
Policy No. 1063282

Adding such additional interest(s) does not amend, extend or alter the terms, conditions or provisions of this Policy.

## 7. DEDUCTIBLE REIMBURSEMENT

At the written request of the Insured, and in accordance with any Certificates of Insurance or other written evidence that may then be issued to protect the insurable interests of any third party covered hereunder, this Company shall adjust and pay losses in full without regard to any deductible provision which would otherwise apply under the terms and conditions of this Policy; such loss to be adjusted with Thor Equities LLC and payable to Thor Equities LLC and appropriate loss payee(s) as their interests may appear.

It is further agreed that in any case where a loss is adjusted and payment made in accordance with the above, Thor Equities LLC agrees to reimburse this Company as respects such loss payment for that amount which is equal to but not exceeding the amount of the deductible that would have been applicable had this provision not been in effect. Such reimbursement shall be made within 30 days, payable to and forwarded to the Factory Mutual Insurance Company, 300 Kimball Drive, Suite 200, Parsippany, New Jersey 07054.

## 8. TERRITORY

Coverage as provided under this Policy applies in the United States of America and the Commonwealth of Puerto Rico.

## 9. JURISDICTION

This Policy will be governed by the laws of the United States of America.

Any disputes arising hereunder will be exclusively subject to the jurisdiction of the United States of America.

## 10. CURRENCY

All amounts, including deductibles, premiums and limits of liability, indicated in this Policy shall be in the currency represented by the three letter currency designation shown. This three letter currency designator is defined in Table A.1-Currency and funds code list, International Organization for Standardization (ISO) 4217, edition in effect at the inception of this Policy.

## 11. LIMITS OF LIABILITY

The Company's maximum limit of liability in an **occurrence**, including any insured TIME ELEMENT loss, will not exceed the Policy limit of liability of USD 750,000,000 subject to the following provisions:

- A. Limits of liability and time limits stated below or elsewhere in this Policy are part of, and not in addition to, the Policy limit of liability.
- B. Limits of liability apply per **occurrence**, unless otherwise stated.



Account No. 1-53523  
Policy No. 1063282

- C. Limits of liability in an **occurrence** apply to the total loss or damage at all **locations** and for all coverages involved, including any insured TIME ELEMENT loss, subject to the following provisions:
- 1) when a limit of liability applies as an **annual aggregate**, the Company's maximum amount payable will not exceed such limit of liability during any policy year.
  - 2) when a limit of liability applies to a **location** or other specified property, such limit of liability will be the maximum amount payable for all loss or damage at all **locations** arising from physical loss or damage at such **location** or to such other specified property.
- D. Should an **occurrence** result in liability payable under more than one policy issued to the Named Insured by the Company, or its **representative company(ies)**, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this Policy.

Applicable Limits of Liability/Time Limits:

ATTRACTION PROPERTY	30 days
AUTOMATIC COVERAGE	90 days, not to exceed USD 100,000,000 per <b>location</b>
CIVIL OR MILITARY AUTHORITY	30 days
CLAIMS PREPARATION COSTS	USD 200,000
COMMUNICABLE DISEASE RESPONSE	USD 1,000,000 <b>annual aggregate</b>  The Company's maximum limit of liability for INTERRUPTION BY COMMUNICABLE DISEASE and this coverage combined shall not exceed USD 1,000,000 <b>annual aggregate</b> .
CONTINGENT TIME ELEMENT EXTENDED	USD 25,000,000
CRISIS MANAGEMENT	30 days
<b>cyber event</b>	<ol style="list-style-type: none"> <li>1. USD 1,000,000 <b>annual aggregate</b> for DATA RESTORATION and OWNED NETWORK INTERRUPTION combined</li> <li>2. USD 1,000,000 <b>annual aggregate</b> for DATA SERVICE PROVIDER PROPERTY DAMAGE and DATA</li> </ol>



Account No. 1-53523  
Policy No. 1063282

	<p>SERVICE PROVIDER TIME ELEMENT combined</p> <p>3. USD 25,000,000 <b>annual aggregate</b> for physical loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from a <b>cyber event</b> that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on</p>
DATA RESTORATION	USD 10,000,000 <b>annual aggregate</b>
DATA SERVICE PROVIDER PROPERTY DAMAGE and DATA SERVICE PROVIDER TIME ELEMENT combined	USD 5,000,000 <b>annual aggregate</b>
<b>earth movement</b>	<p>USD 250,000,000 <b>annual aggregate</b>, not to exceed the following:</p> <p>1. USD 19,000,000 <b>annual aggregate</b> for property located in California, USA, not to exceed USD 2,500,000 <b>annual aggregate</b> for CONTINGENT TIME ELEMENT EXTENDED, MISCELLANEOUS PROPERTY, DATA SERVICE PROVIDER PROPERTY DAMAGE, DATA SERVICE PROVIDER TIME ELEMENT, SERVICE INTERRUPTION PROPERTY DAMAGE and SERVICE INTERRUPTION TIME ELEMENT combined</p>
ERRORS AND OMISSIONS	USD 100,000,000
EXPEDITING COSTS and EXTRA EXPENSE combined	USD 100,000,000
EXTENDED PERIOD OF LIABILITY	365 days
<b>fine arts</b>	USD 100,000,000, not to exceed USD 10,000 per item for <b>irreplaceable fine arts</b> not on a schedule on file with the Company
finances or penalties for breach of contract or for late or noncompletion of orders combined	USD 100,000



**Account No. 1-53523**  
**Policy No. 1063282**

<b>flood</b>	USD 100,000,000, not to exceed USD 2,500,000 for Location No. FL01, NY22 and NY23, as described on the Schedule of Locations, combined
GROSS PROFIT	12 months, not to exceed 90 days for Ordinary Payroll
INGRESS/EGRESS	30 days
INTERRUPTION BY COMMUNICABLE DISEASE	365 days, not to exceed USD 1,000,000 <b>annual aggregate</b>  The Company's maximum limit of liability for COMMUNICABLE DISEASE RESPONSE and this coverage combined shall not exceed USD 1,000,000 <b>annual aggregate</b> .
LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL	USD 50,000 <b>annual aggregate</b>
LOGISTICS EXTRA COST	180 days, not to exceed 200% of the <b>normal cost</b>
MISCELLANEOUS PROPERTY	1. USD 10,000,000 per <b>location</b> for property at a <b>location</b> 2. USD 10,000,000 for property not at a <b>location</b>
Ordinary Payroll	90 days
SERVICE INTERRUPTION PROPERTY DAMAGE and SERVICE INTERRUPTION TIME ELEMENT combined	USD 25,000,000
<b>valuable papers and records</b>	USD 100,000,000, not to exceed USD 10,000 per item for <b>irreplaceable valuable papers and records</b> not on a schedule on file with the Company

## 12. DEDUCTIBLES

Subject to the deductible general provisions stated below, in each case of loss covered by this Policy the following deductibles apply per **occurrence**, for all coverages involved, unless otherwise stated:



Account No. 1-53523

Policy No. 1063282

<b>cyber event</b>	USD 250,000 for DATA RESTORATION and OWNED NETWORK INTERRUPTION
DATA SERVICE PROVIDER PROPERTY DAMAGE and DATA SERVICE PROVIDER TIME ELEMENT	USD 250,000
earthquake	<p>For property located in California, USA:</p> <p>Property Damage: 5% per <b>location</b></p> <p>Time Element: 5% per <b>location</b></p> <p>The above are subject to a minimum of USD 100,000 for Property Damage and Time Element combined per <b>location</b>.</p>
<b>flood</b>	<p>For locations described on Flood Prone Locations, Appendix B:</p> <p>USD 500,000 per <b>location</b>, except USD 100,000 per <b>location</b> subject to the National Flood Insurance Program provision in the OTHER INSURANCE clause of this policy.</p>
LOGISTICS EXTRA COST	USD 100,000
<b>wind</b>	<ol style="list-style-type: none"> <li>For Wind Areas Tier 1 locations described on Wind Areas, Appendix C: <p>Property Damage: 5% per <b>location</b></p> <p>Time Element: 5% per <b>location</b></p> <p>The above are subject to a minimum of USD 100,000 for Property Damage and Time Element combined per <b>location</b>.</p> </li> <li>For Wind Areas Tier 2 locations described on Wind Areas, Appendix C: <p>Property Damage: 3% per <b>location</b></p> <p>Time Element: 3% per <b>location</b></p> <p>The above are subject to a minimum of USD 100,000 for Property Damage and</p> </li> </ol>





Account No. 1-53523

Policy No. 1063282

	<p>Time Element combined per <b>location</b>.</p> <p>3. For Location No. FL01 and FL02, as described on the Schedule of Locations:</p> <p>Property Damage: 2% per <b>location</b></p> <p>Time Element: 2% per <b>location</b></p> <p>The above are subject to a minimum of USD 100,000 for Property Damage and Time Element combined per <b>location</b>.</p> <p>4. For Wind Areas United States Northeast locations described on Wind Areas, Appendix C:</p> <p>USD 100,000 per <b>location</b></p>
All Other Loss	USD 100,000

## Deductible General Provisions:

In each case of loss covered by this Policy, the Company will be liable only if the Insured sustains a loss, including any insured TIME ELEMENT loss, in a single **occurrence** greater than the applicable deductible specified above, and only for its share of that greater amount.

- A. For SERVICE INTERRUPTION loss, when a deductible is not specifically stated as applying to SERVICE INTERRUPTION, the deductible applied to the SERVICE INTERRUPTION loss will be the deductible that would apply if the cause of the interruption happened at the insured **location** that sustains the interruption of the specified services.
- B. For CONTINGENT TIME ELEMENT EXTENDED loss, when a deductible is not specifically stated as applying to CONTINGENT TIME ELEMENT EXTENDED, the deductible for CONTINGENT TIME ELEMENT EXTENDED loss will be determined as though the **contingent time element location** was an insured **location** under this Policy.
- C. The stated earthquake deductible will be applied to earthquake loss. The stated **flood** deductible will be applied to **flood** loss. The stated **wind** deductible will be applied to **wind** loss. The provisions of item E below will also be applied to each.
- D. When this Policy insures more than one **location**, the deductible will apply against the total loss covered by this Policy in an **occurrence** except that a deductible that applies on a per **location** basis, if specified, will apply separately to each **location** where the physical damage happened regardless of the number of **locations** involved in the **occurrence**.
- E. Unless stated otherwise, if two or more deductibles apply to an **occurrence**, the total to be deducted will not exceed the largest deductible applicable. For the purposes of this



Account No. 1-53523  
Policy No. 1063282

provision, when a separate Property Damage and a separate Time Element deductible apply, the sum of the two deductibles will be considered a single deductible. If two or more deductibles apply on a per **location** basis in an **occurrence**, the largest deductible applying to each **location** will be applied separately to each such **location**.

- F. When a % deductible is stated above, whether separately or combined, the deductible is calculated as follows:

Property Damage – % of the value, per the Valuation clause(s) of the PROPERTY DAMAGE section, of the property insured at the **location** where the physical damage happened.

Time Element – % of the full Time Element values that would have been earned in the 12 month period following the **occurrence** by use of the facilities at the **location** where the physical damage happened, plus that proportion of the full Time Element values at all other **locations** where TIME ELEMENT loss ensues that was directly affected by use of such facilities and that would have been earned in the 12 month period following the **occurrence**.

- G. For insured physical loss or damage:

- 1) to insured fire protection equipment; or
- 2) from water or other substance discharged from fire protection equipment of the type insured,

the applicable deductible applying to items 1 or 2 above only will be reduced by fifty percent (50%), per **occurrence**. However, this provision will not apply to loss or damage resulting from fire or **earth movement** regardless of whether claim is made for such fire or **earth movement**.



Account No. 1-53523  
Policy No. 1063282

## PROPERTY DAMAGE

### 1. INSURED PROPERTY

This Policy insures the following property, unless otherwise excluded elsewhere in this Policy, as described in the INSURANCE PROVIDED provision or within 1,000 feet/300 metres thereof, to the extent of the interest of the Insured in such property:

- A. Real Property, including new buildings and additions under construction, in which the Insured has an insurable interest.
- B. Personal Property:
  - 1) owned by the Insured.
  - 2) consisting of the Insured's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Company agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary.
  - 3) of officers and employees of the Insured.
  - 4) of others in the Insured's custody to the extent the Insured is under obligation to keep insured for physical loss or damage insured by this Policy.
  - 5) of others in the Insured's custody to the extent of the Insured's legal liability for insured physical loss or damage to Personal Property. The Company will defend that portion of any suit against the Insured that alleges such liability and seeks damages for such insured physical loss or damage. The Company may, without prejudice, investigate, negotiate and settle any claim or suit as the Company deems expedient.

This Policy also insures the interest of contractors and subcontractors in insured property during construction at an insured **location** or within 1,000 feet/300 metres thereof, to the extent of the Insured's legal liability for insured physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and such interest will not extend to any TIME ELEMENT coverage provided under this Policy.

### 2. EXCLUDED PROPERTY

The following exclusions apply unless otherwise stated in this Policy:

This Policy excludes:

- A. currency, money, notes or securities.
- B. precious metal in bullion form.
- C. land and any substance in or on land. However, this exclusion does not apply to:



**Account No. 1-53523**  
**Policy No. 1063282**

- 1) landscape gardening.
  - 2) car parks, parking lots, pavement, roadways, railways, transformer enclosures or walkways.
  - 3) fill beneath car parks, parking lots, pavement, roadways, railways, transformer enclosures, walkways, or buildings and structures.
- D. water. However, this exclusion does not apply to:
- 1) water that is contained within any enclosed tank, piping system or any other processing equipment.
- E. animals, standing timber or growing crops.
- F. watercraft or aircraft, except when unfueled and manufactured by the Insured.
- G. vehicles of officers or employees of the Insured or vehicles otherwise insured for physical loss or damage.
- H. underground mines or mine shafts or any property within such mine or shaft.
- I. dams or dikes.
- J. property in transit, except as otherwise provided by this Policy.
- K. property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers, except as provided by the INSTALLMENT OR DEFERRED PAYMENTS coverage of this Policy.
- L. electronic data, programs or software, except when incorporated into physical goods intended to be sold as:
- 1) finished goods manufactured by the Insured; or
  - 2) other merchandise not manufactured by the Insured,
- or as otherwise provided by the DATA RESTORATION coverage of this Policy.

### **3. EXCLUSIONS**

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

- A. This Policy excludes:
- 1) indirect or remote loss or damage.



Account No. 1-53523  
Policy No. 1063282

- 2) interruption of business, except to the extent provided by this Policy.
- 3) loss of market or loss of use.
- 4) loss or damage or deterioration arising from any delay.
- 5) mysterious disappearance, loss or shortage disclosed on taking inventory, or any unexplained loss.
- 6) loss from enforcement of any law or ordinance:
  - a) regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
  - b) requiring the demolition of any property, including the cost in removing its debris;
 except as provided by the DECONTAMINATION COSTS and LAW AND ORDINANCE coverages of this Policy.
- 7) loss resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretence.

B. This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- 1) nuclear reaction or nuclear radiation or radioactive contamination. However:
  - a) if physical damage by fire or sprinkler leakage results, then only that resulting damage is insured; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.
  - b) this Policy does insure physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the insured **location**, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the insured **location**. This coverage does not apply to any act, loss or damage excluded in item B2f of this EXCLUSIONS clause.

This exclusion B1 and the exceptions in B1a and B1b do not apply to any act, loss or damage which also comes within the terms of exclusion B2b of this EXCLUSIONS clause.

- 2) a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
  - (i) government or sovereign power (de jure or de facto);
  - (ii) military, naval or air force; or



Account No. 1-53523

Policy No. 1063282

- (iii) agent or authority of any party specified in i or ii above.
- b) discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
- c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
- d) seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- e) risks of contraband, or illegal transportation or trade.
- f) **terrorism**, including action taken to prevent, defend against, respond to or retaliate against **terrorism** or suspected **terrorism**. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the Insured), then this Policy covers only to the extent of the **actual cash value** of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to:
  - (i) direct loss or damage by fire which results from any other applicable exclusion in the Policy, including the discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.
  - (ii) any coverage provided in the TIME ELEMENT section of this Policy or to any other coverages provided in this Policy.

Any act which satisfies the definition of **terrorism** shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage covered elsewhere in this Policy.

If any act which satisfies the definition of **terrorism** also comes within the terms of item B2a of this EXCLUSIONS clause then item B2a applies in place of this item B2f exclusion.

If any act which satisfies the definition of **terrorism** also comes within the terms of item B2b of this EXCLUSIONS clause then item B2b applies in place of this item B2f exclusion.

If any act which satisfies the definition of **terrorism** also comes within the terms of item B2c of this EXCLUSIONS clause then item B2c applies in place of this item B2f exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this item B2f exclusion applies in place of item B1 of this EXCLUSIONS clause.



Account No. 1-53523  
Policy No. 1063282

- 3) any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time:
  - a) by an Insured or any proprietor, partner, director, trustee, officer, or employee of an Insured; or
  - b) by any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by an Insured to do anything in connection with property insured under this Policy.

This Policy does insure acts of direct insured physical damage intentionally caused by an employee of an Insured or any individual specified in b above, and done without the knowledge of the Insured. This coverage does not apply to any act excluded in B2f of this EXCLUSIONS clause. In no event does this Policy cover loss by theft by any individual specified in a or b above.

- 4) lack of the following services:
  - a) incoming electricity, fuel, water, gas, steam or refrigerant;
  - b) outgoing sewerage;
  - c) incoming or outgoing voice, data or video,

all when caused by an event off the insured **location**, except as provided in the DATA SERVICE PROVIDER and SERVICE INTERRUPTION coverages of this Policy. But, if the lack of such a service directly causes insured physical damage on the insured **location**, then only that resulting damage is insured.

- C. This Policy excludes the following, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured:
  - 1) faulty workmanship, material, construction or design from any cause.
  - 2) loss or damage to stock or material attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested, or otherwise worked on.
  - 3) deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.
  - 4) settling, cracking, shrinking, bulging, or expansion of:
    - a) foundations (including any pedestal, pad, platform or other property supporting machinery).
    - b) floors.



Account No. 1-53523

Policy No. 1063282

- c) pavements.
  - d) walls.
  - e) ceilings.
  - f) roofs.
- 5) a) changes of temperature damage (except to machinery or equipment); or
- b) changes in relative humidity damage,
- all whether atmospheric or not.
- 6) insect, animal or vermin damage.
- 7) loss or damage to the interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls or windows of such buildings has not been completed.
- D. This Policy excludes the following unless directly resulting from other physical damage not excluded by this Policy:
- 1) **contamination**, and any cost due to **contamination** including the inability to use or occupy property or any cost of making property safe or suitable for use or occupancy. If **contamination** due only to the actual not suspected presence of **contaminant(s)** directly results from other physical damage not excluded by this Policy, then only physical damage caused by such **contamination** may be insured. This exclusion D1 does not apply to radioactive contamination which is excluded elsewhere in this Policy.
  - 2) shrinkage.
  - 3) changes in color, flavor, texture or finish.

#### 4. APPLICATION OF POLICY TO DATE OR TIME RECOGNITION

With respect to situations caused by any **date or time recognition** problem by **electronic data processing equipment or media** (such as the so-called Year 2000 problem), this Policy applies as follows.

- A. This Policy does not pay for remediation, change, correction, repair or assessment of any **date or time recognition** problem, including the Year 2000 problem, in any **electronic data processing equipment or media**, whether preventative or remedial, and whether before or after a loss, including temporary protection and preservation of property. This Policy does not pay for any TIME ELEMENT loss resulting from the foregoing remediation, change, correction, repair or assessment.
- B. Failure of **electronic data processing equipment or media** to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more





Account No. 1-53523

Policy No. 1063282

dates or times, including the Year 2000, is not insured physical loss or damage. This Policy does not pay for any such incident or for any TIME ELEMENT loss resulting from any such incident.

Subject to all of its terms and conditions, this Policy does pay for physical loss or damage not excluded by this Policy that results from a failure of **electronic data processing equipment or media** to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including the Year 2000. Such covered resulting physical loss or damage does not include any loss, cost or expense described in A or B above. If such covered resulting physical loss or damage happens, and if this Policy provides TIME ELEMENT coverage, then, subject to all of its terms and conditions, this Policy also covers any insured Time Element loss directly resulting therefrom.

## 5. VALUATION

Adjustment of the physical loss amount under this Policy will be computed as of the date of loss at the place of the loss, and for no more than the interest of the Insured.

Unless stated otherwise in an Additional Coverage, adjustment of physical loss to property will be subject to the following:

- A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.
- B. On finished goods manufactured by the Insured, the regular cash selling price, less all discounts and charges to which the finished goods would have been subject had no loss happened.
- C. On raw materials, supplies or other merchandise not manufactured by the Insured:
  - 1) if repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or
  - 2) if not repaired or replaced, the **actual cash value**.
- D. On exposed films, records, manuscripts and drawings that are not **valuable papers and records**, the value blank plus the cost of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.
- E. On property that is damaged by fire and such fire is the result of **terrorism**, the **actual cash value** of the fire damage loss. Any remaining fire damage loss shall be adjusted according to the terms and conditions of the Valuation clause(s) in this section of the Policy and shall be subject to if stated the limit of liability for SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT(S), as shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.
- F. On all other property, the lesser of the following:



Account No. 1-53523  
Policy No. 1063282

- 1) The cost to repair.
- 2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality.
- 3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
- 4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss.
- 5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
- 6) The increased cost of demolition, if any, directly resulting from insured loss, if such property is scheduled for demolition.
- 7) The unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
- 8) The **actual cash value** if such property is:
  - a) useless to the Insured; or
  - b) not repaired, replaced or rebuilt on the same or another site within two years from the date of loss, unless such time is extended by the Company.

The Insured may elect not to repair or replace the insured real or personal property lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at an insured **location** under this Policy. This item does not extend to LAW AND ORDINANCE.

## 6. ADDITIONAL COVERAGES

This Policy includes the following Additional Coverages for insured physical loss or damage.

These Additional Coverages:

- 1) are subject to the applicable limit of liability;
- 2) will not increase the Policy limit of liability; and
- 3) are subject to the Policy provisions, including applicable exclusions and deductibles,



Account No. 1-53523  
Policy No. 1063282

all as shown in this section and elsewhere in this Policy.

## CYBER ADDITIONAL COVERAGES

### A. DATA RESTORATION

This Policy covers insured **physical loss or damage to electronic data, programs or software**.

With respect to **physical loss or damage to electronic data, programs or software** caused by or resulting from a **cyber event**, this Additional Coverage will apply when the time to recreate or restore such data, programs or software with due diligence and dispatch is in excess of 48 hours.

For the purposes of this Additional Coverage, insured data, programs or software can be anywhere worldwide, including while in transit, except in Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

This Additional Coverage also covers:

- 1) the cost of the following reasonable and necessary actions taken by the Insured provided such actions are taken due to actual insured **physical loss or damage to electronic data, programs or software**:
  - a) actions to temporarily protect and preserve insured electronic data, programs or software.
  - b) actions taken for the temporary repair of insured **physical loss or damage to electronic data, programs or software**.
  - c) actions taken to expedite the permanent repair or replacement of such damaged property.
- 2) the reasonable and necessary costs incurred by the Insured to temporarily protect or preserve insured electronic data, programs or software against immediately impending insured **physical loss or damage to electronic data, programs or software**. In the event that there is no physical loss or damage, the costs covered under this item will be subject to the deductible that would have applied had there been such physical loss or damage.

Costs recoverable under this Additional Coverage are excluded from coverage elsewhere in this Policy.

This Additional Coverage excludes loss or damage to data, programs or software when incorporated into physical goods intended to be sold as:

- 1) finished goods manufactured by the Insured; or
- 2) other merchandise not manufactured by the Insured.



Account No. 1-53523  
Policy No. 1063282

DATA RESTORATION Exclusions: As respects DATA RESTORATION, the following applies:

- 1) the exclusions in the EXCLUSIONS clause of this section do not apply except for A1, A2, A6, B1, B2, B3a and B4.
- 2) the following additional exclusions apply:

This Policy excludes the following, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured:

- a) errors or omissions in processing or copying.
- b) loss or damage to data, programs or software from errors or omissions in programming or machine instructions.
- c) deterioration, inherent vice, vermin or wear and tear.

DATA RESTORATION Valuation: On property covered under this Additional Coverage the loss amount will not exceed:

- 1) the cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer;
- 2) if not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

## B. DATA SERVICE PROVIDER PROPERTY DAMAGE

This Policy covers insured physical loss or damage to insured property at an insured **location** when such physical loss or damage results from the interruption of **off-premises data processing or data transmission services** by reason of any accidental event at the facilities of the provider of such services that immediately prevents in whole or in part the delivery of such provided services.

For the purposes of this Additional Coverage:

- 1) facilities of the provider of **off-premises data processing or data transmission services** can be located worldwide except in Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine, and
- 2) an accidental event to satellites will be considered an accidental event at the facilities of the provider.

This Additional Coverage will apply when the period of interruption of **off-premises data processing or data transmission services** as described below is in excess of 24 hours.



Account No. 1-53523  
Policy No. 1063282

The period of interruption of **off-premises data processing or data transmission services** is the period starting with the time when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored.

Additional General Provisions:

- 1) The Insured will immediately notify the company providing **off-premises data processing or data transmission services** of any interruption of such services.
- 2) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has entered into for such specified services.

DATA SERVICE PROVIDER PROPERTY DAMAGE Exclusions: As respects DATA SERVICE PROVIDER PROPERTY DAMAGE, the following applies:

- 1) Items B4 and C5 of the EXCLUSIONS clause in this section do not apply except for B4 with respect to:
  - a) incoming electricity, fuel, water, gas, steam or refrigerant; and
  - b) outgoing sewerage.
- 2) The following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- a) **earth movement** for property located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.

## OTHER ADDITIONAL COVERAGES

### A. ACCIDENTAL INTERRUPTION OF SERVICES

This Policy covers physical damage resulting from changes in temperature or relative humidity to insured property at an insured **location** when such changes in temperature or relative humidity result from the interruption of services consisting of electricity, gas, fuel, steam, water or refrigeration by reason of any accidental event, other than insured physical loss or damage, at the insured **location**.

This Additional Coverage will apply when the period of service interruption as described below is in excess of 24 hours.

The period of service interruption is the period starting with the time when an interruption of specified services happens; and ending when with due diligence and dispatch the service could be wholly restored.



Account No. 1-53523

Policy No. 1063282

**B. ACCOUNTS RECEIVABLE**

This Policy covers the following directly resulting from insured physical loss or damage to accounts receivable records while anywhere within this Policy's TERRITORY, including while in transit:

- 1) any shortage in the collection of accounts receivable.
- 2) the interest charges on any loan to offset such impaired collection pending repayment of such uncollectible sum. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the amount recoverable.
- 3) the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct accounts receivable records excluding any costs covered by any other insurance.
- 4) any other necessary and reasonable costs incurred to reduce the loss, to the extent the losses are reduced.

Accounts receivable records will include accounts receivable records stored as electronic data.

In the event of loss, the Insured will:

- 1) use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.
- 2) reduce loss by use of any suitable property or service:
  - a) owned or controlled by the Insured; or
  - b) obtainable from other sources.
- 3) reconstruct, if possible, accounts receivable records so that no shortage is sustained.

The settlement of loss will be made within 90 days from the date of physical loss or damage. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Company up to the amount of loss paid by the Company. All recoveries exceeding the amount paid will belong to the Insured.

**ACCOUNTS RECEIVABLE Exclusions:** As respects **ACCOUNTS RECEIVABLE**, the following additional exclusions apply:

This Policy does not insure against shortage resulting from:

- 1) bookkeeping, accounting or billing errors or omissions; or
- 2) a) alteration, falsification, manipulation; or



**Account No. 1-53523**  
**Policy No. 1063282**

b) concealment, destruction or disposal,

of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

### **C. AUTOMATIC COVERAGE**

This Policy covers insured physical loss or damage to insured property at any **location** purchased, leased or rented by the Insured after the inception date of this Policy.

This Additional Coverage applies:

- 1) from the date of purchase, lease or rental,
- 2) until the first of the following:
  - a) the **location** is bound by the Company.
  - b) agreement is reached that the **location** will not be insured under this Policy.
  - c) the time limit shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section has been reached. The time limit begins on the date of purchase, lease or rental.

### **D. BRANDS AND LABELS**

If branded or labeled insured property is physically damaged and the Company elects to take all or any part of that property, the Insured may at the Company's expense:

- 1) stamp "salvage" on the property or its containers; or
- 2) remove or obliterate the brands or labels,

if doing so will not damage the property.

The Insured must relabel such property or its containers to be in compliance with any applicable law.

### **E. CLAIMS PREPARATION COSTS**

This Policy covers the actual costs incurred by the Insured:

- 1) of reasonable fees payable to the Insured's: accountants, architects, auditors, engineers, or other professionals; and
- 2) the cost of using the Insured's employees,





Account No. 1-53523  
Policy No. 1063282

for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

This Additional Coverage will not cover the fees and costs of:

- 1) attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them,
- 2) loss consultants who provide consultation on coverage or negotiate claims.

This Additional Coverage is subject to the deductible that applies to the loss.

#### F. COMMUNICABLE DISEASE RESPONSE

If a **location** owned, leased or rented by the Insured has the actual not suspected presence of **communicable disease** and access to such **location** is limited, restricted or prohibited by:

- 1) an order of an authorized governmental agency regulating the actual not suspected presence of **communicable disease**; or
- 2) a decision of an Officer of the Insured as a result of the actual not suspected presence of **communicable disease**,

this Policy covers the reasonable and necessary costs incurred by the Insured at such **location** with the actual not suspected presence of **communicable disease** for the:

- 1) cleanup, removal and disposal of the actual not suspected presence of **communicable diseases** from insured property; and
- 2) actual costs of fees payable to public relations services or actual costs of using the Insured's employees for reputation management resulting from the actual not suspected presence of **communicable diseases** on insured property.

This Additional Coverage will apply when access to such **location** is limited, restricted or prohibited in excess of 48 hours.

This Additional Coverage does not cover any costs incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the actual not suspected presence of **communicable disease**.

#### G. CONSEQUENTIAL REDUCTION IN VALUE

This Policy covers the reduction in value of insured merchandise that is a part of pairs, sets, or components, directly resulting from insured physical loss or damage to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such merchandise to the Company.





Account No. 1-53523

Policy No. 1063282

## H. CONTROL OF DAMAGED PROPERTY

This Policy gives control of physically damaged property consisting of finished goods manufactured by or for the Insured as follows:

- 1) the Insured will have full rights to the possession and control of damaged property in the event of insured physical damage to such property provided proper testing is done to show which property is physically damaged.
- 2) the Insured using reasonable judgment will decide if the physically damaged property can be reprocessed or sold.
- 3) property so judged by the Insured to be unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent.
- 4) any salvage proceeds received will go to the:
  - a) Company at the time of loss settlement; or
  - b) Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

## I. DEBRIS REMOVAL

This Policy covers the reasonable and necessary costs incurred to remove debris from an insured **location** that remains as a direct result of insured physical loss or damage.

This Additional Coverage does not cover the costs of removal of:

- 1) contaminated uninsured property; or
- 2) the **contaminant** in or on uninsured property,

whether or not the **contamination** results from insured physical loss or damage. This Additional Coverage covers the costs of removal of contaminated insured property or the **contaminant** in or on insured property only if the **contamination**, due to the actual not suspected presence of **contaminant(s)**, of the debris resulted directly from other physical damage not excluded by the Policy.

## J. DECONTAMINATION COSTS

If insured property is contaminated as a direct result of insured physical damage and there is in force at the time of the loss any law or ordinance regulating **contamination** due to the actual not suspected presence of **contaminant(s)**, then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated due to the



Account No. 1-53523  
Policy No. 1063282

actual not suspected presence of **contaminant(s)** as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property or the **contaminant** therein or thereon, whether or not the **contamination** results from an insured event.

#### **K. ERRORS AND OMISSIONS**

If physical loss or damage is not payable under this Policy solely due to an error or unintentional omission:

- 1) in the description of where insured property is physically located;
- 2) to include any **location**:
  - a) owned, leased or rented by the Insured on the effective date of this Policy; or
  - b) purchased, leased or rented by the Insured during the term of this Policy; or
- 3) that results in cancellation of the property insured under this Policy;

this Policy covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to the Company when discovered and corrected.

#### **L. EXPEDITING COSTS**

This Policy covers the reasonable and necessary costs incurred:

- 1) for the temporary repair of insured physical damage to insured property;
- 2) for the temporary replacement of insured equipment suffering insured physical damage; and
- 3) to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs recoverable elsewhere in this Policy, including the cost of permanent repair or replacement of damaged property.

#### **M. FINE ARTS AND VALUABLE PAPERS AND RECORDS**

This Policy covers insured physical loss or damage to **fine arts** and **valuable papers and records** while anywhere within this Policy's TERRITORY, including while in transit.

FINE ARTS AND VALUABLE PAPERS AND RECORDS Exclusions: As respects FINE ARTS AND VALUABLE PAPERS AND RECORDS, the following applies:



Account No. 1-53523  
Policy No. 1063282

- 1) the exclusions in the EXCLUSIONS clause of this section do not apply except for A1, A2, A6, A7, B1, B2, B3a and B4.
- 2) the following additional exclusions apply:

This Policy excludes:

- a) currency, money, securities.
- b) errors or omissions in processing or copying of **valuable papers and records**, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured.
- c) deterioration, inherent vice, or wear and tear, but, if physical damage not excluded by this Policy results, then only that resulting damage is insured.
- d) fungus, mold or mildew unless directly resulting from other physical damage not excluded by this Policy.
- e) loss or damage to **fine arts** from any repairing, restoration or retouching process.

FINE ARTS AND VALUABLE PAPERS AND RECORDS Valuation: On property covered under this Additional Coverage the loss amount will not exceed the lesser of the following:

- 1) the cost to repair or restore such property to the physical condition that existed on the date of loss.
- 2) the cost to replace.
- 3) the value, if any, designated for the item on the schedule on file with the Company.

If a **fine arts** article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Company will be liable for the lesser of the full value of such pair or set or the amount designated on the schedule. The Insured agrees to surrender the pair or set to the Company.

## N. INSTALLMENT OR DEFERRED PAYMENTS

This Policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Policy for loss:



Account No. 1-53523  
Policy No. 1063282

- 1) pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.
- 2) from theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- 3) to the extent the buyer continues payments.
- 4) not within the TERRITORY of this Policy.

INSTALLMENT OR DEFERRED PAYMENTS Valuation: On property covered under this Additional Coverage the loss amount will not exceed the lesser of the following:

- 1) total amount of unpaid installments less finance charges.
- 2) **actual cash value** of the property at the time of loss.
- 3) cost to repair or replace with material of like size, kind and quality.

#### **O. LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL**

This Policy covers the reasonable and necessary cost for the cleanup, removal and disposal of the actual not suspected presence of **contaminant(s)** from uninsured property consisting of land, water or any other substance in or on land at the insured **location** if the release, discharge or dispersal of such **contaminant(s)** is a direct result of insured physical loss or damage to insured property.

This Policy does not cover the cost to cleanup, remove and dispose of **contamination** from such property:

- 1) at any **location** insured for Personal Property only.
- 2) at any property insured under AUTOMATIC COVERAGE, ERRORS AND OMISSIONS or MISCELLANEOUS PROPERTY coverage provided by this Policy.
- 3) when the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

#### **P. LAW AND ORDINANCE**

This Policy covers the costs as described herein resulting from the Insured's obligation to comply with a law or ordinance, provided that:

- 1) such law or ordinance is enforced as a direct result of insured physical loss or damage at an insured **location**;
- 2) such law or ordinance is in force at the time of such loss or damage; and



Account No. 1-53523

Policy No. 1063282

- 3) such **location** was not required to be in compliance with such law or ordinance prior to the happening of the insured physical loss or damage.

#### Coverage A:

The reasonable and necessary costs incurred by the Insured to comply with the enforcement of the minimum requirements of any law or ordinance that regulates the demolition, construction, repair, replacement or use of buildings, structures, machinery or equipment.

As respects insured property, this Coverage A covers the reasonable and necessary costs to:

- 1) demolish any physically damaged and undamaged portions of the insured buildings, structures, machinery or equipment.
- 2) repair or rebuild the physically damaged and undamaged portions, whether or not demolition is required, of such insured buildings, structures, machinery or equipment.

The Company's maximum liability for this Coverage A at each insured **location** in any **occurrence** will not exceed the actual costs incurred in demolishing the physically damaged and undamaged portions of the insured property plus the lesser of:

- 1) the reasonable and necessary cost, excluding the cost of land, to rebuild on another site; or
- 2) the cost to rebuild on the same site.

#### Coverage B:

The reasonable estimated cost to repair, replace or rebuild insured property consisting of buildings, structures, machinery or equipment that the Insured is legally prohibited from repairing, replacing or rebuilding to the same height, floor area, number of units, configuration, occupancy or operating capacity, because of the enforcement of any law or ordinance that regulates the construction, repair, replacement or use of buildings, structures, machinery or equipment.

LAW AND ORDINANCE Coverage B Valuation: On property covered under this Coverage B that cannot legally be repaired or replaced, the loss amount will be the difference between:

- 1) the **actual cash value**; and
- 2) the cost that would have been incurred to repair, replace or rebuild such lost or damaged property had such law or ordinance not been enforced at the time of loss.

LAW AND ORDINANCE Exclusions: As respects LAW AND ORDINANCE, the following additional exclusions apply:

This Policy does not cover:



Account No. 1-53523  
Policy No. 1063282

- 1) any cost incurred as a direct or indirect result of enforcement of any law or ordinance regulating any form of **contamination**.
- 2) any machinery or equipment manufactured by or for the Insured, unless used by the Insured in its operation at the **location** suffering the physical loss or damage.

**Q. LOSS PAYMENT INCREASED TAX LIABILITY**

This Policy covers the increase in tax liability as described herein incurred by the Insured.

Coverage A:

The increase in tax liability from an insured loss at an insured **location** if the tax treatment of:

- 1) the profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured; and/or
- 2) the profit portion of a TIME ELEMENT loss payment under this Policy;

is greater than the tax treatment of profits that would have been incurred had no loss happened.

**R. MACHINERY OR EQUIPMENT STARTUP OPTION**

After insured machinery or equipment that has sustained insured physical loss or damage is repaired or replaced and such machinery or equipment is undergoing startup, the following applies:

If physical loss or damage of the type insured directly results to such machinery or equipment from such startup, the Insured shall have the option of claiming such resulting insured damage as part of the original event of physical loss or damage or as a separate **occurrence**.

This Additional Coverage applies only:

- 1) to the first startup event after the original repair or replacement; and
- 2) when the first startup event happens during the term of this Policy or its renewal issued by the Company.

For the purposes of this Additional Coverage, startup means:

- 1) the introduction into machinery or equipment of feedstock or other materials for processing or handling;
- 2) the commencement of fuel or energy supply to machinery or equipment.



Account No. 1-53523  
Policy No. 1063282

## S. MISCELLANEOUS PROPERTY

This Policy covers insured physical loss or damage to:

- 1) insured property;
- 2) property of the type insured that is under contract to be used in a construction project at an insured **location**:
  - a) from the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier;
  - b) while such property is located at a storage site; and
  - c) while such property is in transit from a storage site to another storage site or to a construction project at an insured **location**,

that does not include any such property owned or rented by the contractor;

while anywhere within this Policy's TERRITORY, including while in transit.

This Additional Coverage excludes property covered elsewhere in this Policy.

MISCELLANEOUS PROPERTY Exclusions: As respects MISCELLANEOUS PROPERTY, the following additional exclusions apply:

- 1) This Policy excludes:
  - a) **transmission and distribution systems** not at a **location**.
  - b) property insured under import or export ocean marine insurance.
  - c) property shipped between continents.
  - d) airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.
  - e) property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
- 2) This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:
  - a) **earth movement** for property located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.



Account No. 1-53523  
Policy No. 1063282

## T. OPERATIONAL TESTING

This Policy covers insured physical loss or damage to insured property during the **period of operational testing**.

This Additional Coverage excludes property, including stock or material, manufactured or processed by the Insured.

## U. PROTECTION AND PRESERVATION OF PROPERTY

This Policy covers:

- 1) reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property; provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
- 2) reasonable and necessary:
  - a) fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the insured property.
  - b) costs incurred of restoring and recharging fire protection systems following an insured loss.
  - c) costs incurred for the water used for fighting a fire in, on or exposing the insured property.

This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

## V. SERVICE INTERRUPTION PROPERTY DAMAGE

This Policy covers insured physical loss or damage to insured property at an insured **location** when such physical loss or damage results from the interruption of incoming services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of outgoing sewerage service by reason of any accidental event at the facilities of the supplier of such service located within this Policy's TERRITORY, that immediately prevents in whole or in part the delivery of such usable service.

This Additional Coverage will apply when the period of service interruption as described below is in excess of 24 hours.

The period of service interruption is the period starting with the time when an interruption of specified services happens; and ending when with due diligence and dispatch the service could be wholly restored.

Additional General Provisions:





Account No. 1-53523  
Policy No. 1063282

- 1) The Insured will immediately notify the suppliers of services of any interruption of such services.
- 2) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services.

SERVICE INTERRUPTION PROPERTY DAMAGE Exclusions: As respects SERVICE INTERRUPTION PROPERTY DAMAGE, the following applies:

- 1) The exclusions in the EXCLUSIONS clause in this section do not apply except for:
  - a) A1, A2, A3, A6, B1, B2, and
  - b) B4 with respect to incoming or outgoing voice, data or video, and
  - c) D1 except with respect to fungus, mold or mildew.

- 2) The following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- a) **earth movement** for property located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.

## W. TEMPORARY REMOVAL OF PROPERTY

When insured property is removed from an insured **location** for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Policy, this Policy covers such property:

- 1) while at the premises to which such property has been moved; and
- 2) for physical loss or damage as provided at the insured **location** from which such property was removed.

This Additional Coverage does not apply to property:

- 1) insured, in whole or in part, elsewhere in this Policy.
- 2) insured, in whole or in part, by any other insurance policy.
- 3) removed for normal storage, processing or preparation for sale or delivery.



## **X. TRANSPORTATION**

This Policy covers the following personal property, except as excluded by this Policy, while in transit within the TERRITORY of this Policy:

- 1) owned by the Insured.
- 2) shipped to customers under F.O.B., C & F or similar terms. The Insured's contingent interest in such shipments is admitted.
- 3) of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or legal liability.
- 4) of others sold by the Insured, that the Insured has agreed prior to the loss to insure during course of delivery including:
  - a) when shipped by the Insured's direct contract service provider or by the Insured's direct contract manufacturer to the Insured or to the Insured's customer.
  - b) when shipped by the Insured's customer to the Insured or to the Insured's contract service provider or to the Insured's contract manufacturer.

Coverage Attachment and Duration:

- 1) This Additional Coverage covers from the time the property leaves the original point of shipment for transit until the property arrives at the destination.
- 2) However, coverage on export shipments not insured under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies begins after discharge from overseas vessels or aircraft.

This Additional Coverage:

- 1) covers general average and salvage charges on shipments covered while waterborne.
- 2) insures physical loss or damage caused by or resulting from:
  - a) unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts.
  - b) improper parties having gained possession of property through fraud or deceit.

Additional General Provisions:

- 1) This Additional Coverage will not inure directly or indirectly to the benefit of any carrier or bailee.
- 2) The Insured has permission, without prejudicing this insurance, to accept:



**Account No. 1-53523**  
**Policy No. 1063282**

- a) ordinary bills of lading used by carriers;
  - b) released bills of lading;
  - c) undervalued bills of lading; and
  - d) shipping or messenger receipts.
- 3) The Insured may waive subrogation against railroads under side track agreements.

Except as otherwise stated, the Insured will not enter into any special agreement with carriers releasing them from their common law or statutory liability.

TRANSPORTATION Exclusions: As respects TRANSPORTATION, the following applies:

- 1) the exclusions in the EXCLUSIONS clause of this section do not apply except for A1 through A4, B1 through B4, C1, C3, C5, C6, D1 through D3.
- 2) the following additional exclusions apply:

This Policy excludes:

- a) samples in the custody of salespeople or selling agents.
- b) property insured under import or export ocean marine insurance.
- c) waterborne shipments, unless:
  - (i) by inland water; or
  - (ii) by coastal shipments.
- d) waterborne shipments via Panama Canal or to and from Alaska, the Commonwealth of Puerto Rico, and Hawaii.
- e) airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.
- f) property of others, including the Insured's legal liability for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
- g) any transporting vehicle.

TRANSPORTATION Valuation: On property covered under this Additional Coverage the loss amount will not exceed:



**Account No. 1-53523**  
**Policy No. 1063282**

- 1) Property shipped to or for the account of the Insured will be valued at actual invoice to the Insured. Included in the value are accrued costs and charges legally due. Charges may include the Insured's commission as selling agent.
- 2) Property sold by the Insured and shipped to or for the purchaser's account will be valued at the Insured's selling invoice amount. Prepaid or advanced freight costs are included.
- 3) Property not under invoice will be valued:
  - a) for property of the Insured, at the valuation provisions of this Policy applying at the place from which the property is being transported; or
  - b) for other property, at the actual cash market value at the destination point on the date of loss,

less any charges saved which would have become due and payable upon arrival at destination.



Account No. 1-53523  
Policy No. 1063282

## TIME ELEMENT

TIME ELEMENT loss as provided in the TIME ELEMENT COVERAGES and TIME ELEMENT COVERAGE EXTENSIONS of this section of the Policy:

- A. is subject to the applicable limit of liability that applies to the insured physical loss or damage but in no event for more than any limit of liability that is stated as applying to the specific TIME ELEMENT COVERAGE and/or TIME ELEMENT COVERAGE EXTENSION; and
  - B. will not increase the Policy limit of liability; and
  - C. is subject to the Policy provisions, including applicable exclusions and deductibles,
- all as shown in this section and elsewhere in this Policy.

### 1. LOSS INSURED

- A. This Policy insures TIME ELEMENT loss, as provided in the TIME ELEMENT COVERAGES, directly resulting from physical loss or damage of the type insured:
  - 1) to property described elsewhere in this Policy and not otherwise excluded by this Policy or otherwise limited in the TIME ELEMENT COVERAGES below;
  - 2) used by the Insured, or for which the Insured has contracted use;
  - 3) while located as described in the INSURANCE PROVIDED provision or within 1,000 feet/300 metres thereof, or as described in the TEMPORARY REMOVAL OF PROPERTY provision; or
  - 4) while in transit as provided by this Policy, and
  - 5) during the Periods of Liability described in this section,

provided such loss or damage is not at a **contingent time element location**.
- B. This Policy insures TIME ELEMENT loss only to the extent it cannot be reduced through:
  - 1) the use of any property or service owned or controlled by the Insured;
  - 2) the use of any property or service obtainable from other sources;
  - 3) working extra time or overtime; or
  - 4) the use of inventory,

all whether at an insured **location** or at any other premises. The Company reserves the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the TIME ELEMENT loss.



Account No. 1-53523

Policy No. 1063282

- C. This Policy covers expenses reasonably and necessarily incurred by the Insured to reduce the loss otherwise payable under this section of this Policy. The amount of such recoverable expenses will not exceed the amount by which the loss has been reduced.
- D. In determining the amount of loss payable, the Company will consider the experience of the business before and after and the probable experience during the PERIOD OF LIABILITY. The probable experience will consider any increase or decrease in demand for the Insured's goods or services during the PERIOD OF LIABILITY, even if such increase or decrease is from the same event that caused physical loss or damage starting the PERIOD OF LIABILITY.

## 2. TIME ELEMENT COVERAGES

### A. INSURED OPTION

The Insured has the option to make claim based on either

- a) GROSS EARNINGS and EXTENDED PERIOD OF LIABILITY; or
- b) GROSS PROFIT,

as described in the TIME ELEMENT section of this Policy and subject to the applicable terms and conditions as may be shown elsewhere.

Such option may be exercised at any time prior to the conditions set forth in the SETTLEMENT OF CLAIMS clause in the LOSS ADJUSTMENT AND SETTLEMENT section of this Policy.

If such claim involves more than one insured **location**, including interdependency at one or more insured **locations**, such claim will be adjusted by using the single coverage option chosen above.

### B. GROSS EARNINGS

Measurement of Loss:

- 1) The recoverable GROSS EARNINGS loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:
  - a) Gross Earnings;
  - b) less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;
  - c) less ordinary payroll; and
  - d) plus all other earnings derived from the operation of the business.



**Account No. 1-53523**  
**Policy No. 1063282**

e) Ordinary Payroll, including taxes and charges dependent on the payment of wages:

- (i) for a period of time of not more than the number of consecutive days shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section immediately following the interruption of production or suspension of business operations or services, and
- (ii) only to the extent such payroll continues following the loss and would have been earned had no such interruption happened.

However, if an Insured reduces the daily loss payable under Ordinary Payroll, either by:

- (i) providing gainful employment for, or
- (ii) paying less than the normal salary rate to,

all or part of its employees, then the number of consecutive days of Ordinary Payroll may be extended. However, this provision will not increase the total liability of this Company beyond the amount it would have been liable for Ordinary Payroll costs without this provision. Ordinary Payroll does not cover any portion of salaries or wages included in Gross Earnings.

2) For the purposes of the Measurement of Loss, Gross Earnings is:

for manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

for mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Insured.

Any amount recovered under property damage coverage at selling price will be considered to have been sold to the Insured's regular customers and will be credited against net sales.

- 3) In determining the indemnity payable as the Actual Loss Sustained, the Company will consider the continuation of only those normal charges and expenses that would have been earned had there been no interruption of production or suspension of business operations or services.
- 4) If the Insured would have operated at a deficit had no interruption of production or suspension of business operations or services happened, the following applies:
  - a) for Gross Earnings, the extent to which charges and expenses would have been earned will be determined by subtracting the operating deficits from the charges and expenses that necessarily continue.



**Account No. 1-53523**  
**Policy No. 1063282**

- b) for Ordinary Payroll, the extent payroll would have been earned will be determined by subtracting the excess, if any, of the operating deficit over the fixed charges that need to continue from such payroll.
- 5) There is recovery hereunder to the extent that the Insured is:
  - a) wholly or partially prevented from producing goods or continuing business operations or services;
  - b) unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;
  - c) unable to continue such operations or services during the PERIOD OF LIABILITY; and
  - d) able to demonstrate a loss of sales for the operations, services or production prevented.

### **C. GROSS PROFIT**

Measurement of Loss:

- 1) The recoverable GROSS PROFIT loss is the Actual Loss Sustained by the Insured of the following due to the necessary interruption of business during the PERIOD OF LIABILITY: a) Reduction in Sales b) Ordinary Payroll and c) Increase in Cost of Doing Business. The amount payable as indemnity hereunder will be:
  - a) with respect to Reduction in Sales: The sum produced by applying the Rate of Gross Profit to the amount by which the sales during the PERIOD OF LIABILITY will fall short of the Standard Sales. In determining the Reduction in Sales, any amount recovered under property damage coverage at selling price will be credited against lost sales.
  - b) Ordinary Payroll, including taxes and charges dependent on the payment of wages, during the PERIOD OF LIABILITY only to the extent such payroll would have been earned had such loss not happened.

However, if an Insured reduces the daily loss payable under Ordinary Payroll, either by:

- (i) providing gainful employment for, or
- (ii) paying less than the normal salary rate to,

all or part of its employees, the number of consecutive days of Ordinary Payroll may be extended. This provision will not increase the total liability of this Company beyond the amount it would have been liable for Ordinary Payroll costs without this provision. Ordinary Payroll does not cover any portion of salaries or wages included in Net Profit or fixed charges.





Account No. 1-53523  
Policy No. 1063282

c) with respect to Increase in Cost of Doing Business:

- (i) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in sales and a loss of Ordinary Payroll which, but for that expenditure, would have taken place during the PERIOD OF LIABILITY; but
- (ii) not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided,

all less any sum saved during the PERIOD OF LIABILITY with respect to such of the Insured Fixed Charges as may cease or be reduced because of such interruption of business.

2) For the purposes of the Measurement of Loss:

Gross Profit is:

The amount produced by adding to the Net Profit the amount of the Insured Fixed Charges, or if there be no Net Profit the amount of the Insured Fixed Charges less that proportion of any loss from business operations as the amount of the Insured Fixed Charges bears to all fixed charges.

Net Profit is:

The net operating profit (exclusive of all capital receipts and accruals and all outlay properly chargeable to capital) resulting from the business of the Insured at the insured **locations** after due provision has been made for all fixed charges and other expenses including depreciation but before the deduction of any taxes on profits.

Insured Fixed Charges is:

All fixed charges unless specifically excluded herein. Ordinary Payroll is not an Insured Fixed Charge.

Sales is:

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the conduct of the business at an insured **location**.

Rate of Gross Profit is:

The rate of Gross Profit earned on the sales during the twelve full calendar months immediately before the date of the physical loss or damage to the described property.

Standard Sales is:



Account No. 1-53523

Policy No. 1063282

The sales during that period in the twelve months immediately before the date of the physical loss or damage to the described property which corresponds with the PERIOD OF LIABILITY.

- 3) In determining the indemnity payable as the Actual Loss Sustained:
  - a) if any fixed charges of the business are not insured hereunder, then, in computing the amount recoverable hereunder as Increase in Cost of Doing Business, that proportion only of the additional expenditure will be recoverable hereunder which the sum of the Net Profit and the Insured Fixed Charges bears to the sum of the Net Profit and all the fixed charges excluding Ordinary Payroll.
  - b) if during the PERIOD OF LIABILITY goods will be sold or services will be rendered elsewhere than at the insured **locations** for the benefit of the business, either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such sales or services will be included in arriving at the amount of sales during the PERIOD OF LIABILITY.
- 4) The Insured will act with due diligence and dispatch in repairing or replacing physically damaged buildings and equipment to the same or equivalent physical and operating conditions that existed prior to the damage; and take whatever actions are necessary and reasonable to minimize the loss payable hereunder.

GROSS PROFIT Exclusions: As respects GROSS PROFIT, the TIME ELEMENT EXCLUSIONS B and C of this section do not apply and the following applies instead:

This Policy does not insure against any increase in loss due to damages for breach of contract or for late or noncompletion of orders, or fines or penalties of any nature except fines or penalties for breach of contract or for late or noncompletion of orders.

Coverage under GROSS PROFIT for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the PERIOD OF LIABILITY.

#### D. EXTRA EXPENSE

Measurement of Loss:

The recoverable EXTRA EXPENSE loss will be the reasonable and necessary extra costs incurred by the Insured of the following during the PERIOD OF LIABILITY:

- 1) extra expenses to temporarily continue as nearly **normal** as practicable the conduct of the Insured's business;
- 2) extra costs of temporarily using property or facilities of the Insured or others; and
- 3) costs to purchase finished goods from third parties to fulfill orders when such orders cannot be met due to physical loss or damage to the Insured's finished goods, less payment received for the sale of such finished goods.



**Account No. 1-53523**  
**Policy No. 1063282**

less any value remaining at the end of the PERIOD OF LIABILITY for property obtained in connection with the above.

If the Insured makes claim in accordance with the terms and conditions of the INSURED OPTION clause, the PERIOD OF LIABILITY for EXTRA EXPENSE coverage will be the PERIOD OF LIABILITY applicable to the Time Element coverage option selected.

EXTRA EXPENSE Exclusions: As respects EXTRA EXPENSE, the following applies:

- 1) TIME ELEMENT EXCLUSIONS C does not apply to item 3 above.
- 2) The following additional exclusions apply:

This Policy does not insure:

- a) any loss of income.
- b) costs that usually would have been incurred in conducting the business during the same period had no physical loss or damage happened.
- c) costs of permanent repair or replacement of property that has been damaged or destroyed. However, this exclusion does not apply to item 3 above.
- d) any expense recoverable elsewhere in this Policy.

#### **E. LEASEHOLD INTEREST**

Measurement of Loss:

The recoverable LEASEHOLD INTEREST incurred by the Insured of the following:

- 1) If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.
- 2) If the lease is cancelled by the lessor pursuant to the lease agreement or by the operation of law; the Lease Interest for the first three months following the loss; and the Net Lease Interest for the remaining unexpired term of the lease.
- 3) As used above, the following terms mean:

Net Lease Interest:

That sum which placed at 6% interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

Lease Interest:



**Account No. 1-53523**  
**Policy No. 1063282**

The excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.

LEASEHOLD INTEREST Exclusions: As respects LEASEHOLD INTEREST, the following applies:

- 1) This Policy does not insure loss directly resulting from physical loss or damage to Personal Property.
- 2) TIME ELEMENT EXCLUSIONS A, B and C do not apply and the following applies instead:

This Policy does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from the Insured exercising an option to cancel the lease; or from any act or omission of the Insured that constitutes a default under the lease.

## **F. RENTAL INSURANCE**

Measurement of Loss:

The recoverable RENTAL INSURANCE loss is the Actual Loss Sustained by the Insured of the following during the PERIOD OF LIABILITY:

- 1) the fair rental value of any portion of the property occupied by the Insured;
- 2) the income reasonably expected from rentals of unoccupied or unrented portions of such property; and
- 3) the rental income from the rented portions of such property according to bona fide leases, contracts or agreements in force at the time of loss,

all not to include noncontinuing charges and expenses.

RENTAL INSURANCE Exclusions: As respects RENTAL INSURANCE, TIME ELEMENT EXCLUSIONS A does not apply and the following applies instead:

This Policy does not insure any loss of rental income during any period in which the insured property would not have been tenantable for any reason other than an insured loss.

## **3. PERIOD OF LIABILITY**

- A. The PERIOD OF LIABILITY applying to all TIME ELEMENT COVERAGES, except GROSS PROFIT and LEASEHOLD INTEREST and as shown below or if otherwise provided under any TIME ELEMENT COVERAGE EXTENSION, and subject to any Time Limit provided in the LIMITS OF LIABILITY clause in the DECLARATIONS section, is as follows:

- 1) For building and equipment, the period:



- a) starting from the time of physical loss or damage of the type insured; and
  - b) ending when with due diligence and dispatch the building and equipment could be:
    - (i) repaired or replaced; and
    - (ii) made ready for operations,

under the same or equivalent physical and operating conditions that existed prior to the damage.
  - c) not to be limited by the expiration of this Policy.
- 2) For building and equipment under construction:
- a) the equivalent of the above period of time will be applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
  - b) due consideration will be given to the actual experience of the business compiled after completion of the construction and startup.
- 3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Insured, the time required with the exercise of due diligence and dispatch:
- a) to restore stock in process to the same state of manufacture in which it stood at the inception of the interruption of production or suspension of business operations or services; and
  - b) to replace physically damaged mercantile stock.
- This item does not apply to RENTAL INSURANCE.
- 4) For raw materials and supplies, the period of time:
- a) of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but
  - b) limited to that period for which the damaged raw materials and supplies would have supplied operating needs.
- 5) If water:
- a) used for any manufacturing purpose, including but not limited to as a raw material or for power;
  - b) stored behind dams or in reservoirs; and



Account No. 1-53523  
Policy No. 1063282

c) on any insured **location**,

is released as the result of physical damage of the type insured to such dam, reservoir or connected equipment, the Company's liability for the actual interruption of production or suspension of operations or services due to inadequate water supply will not extend beyond 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This item does not apply to RENTAL INSURANCE.

- 6) For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

This item does not apply to RENTAL INSURANCE.

- 7) For physically damaged or destroyed property covered under DATA RESTORATION, the period:

- a) starting from the time of **physical loss or damage to electronic data, programs or software**; and
- b) ending when with due diligence and dispatch the electronic data, programs or software could have been recreated or restored under the same or equivalent physical and operating conditions that existed prior to the physical loss or damage.

This item does not apply to RENTAL INSURANCE.

B. The PERIOD OF LIABILITY applying to GROSS PROFIT is as follows:

- 1) The period:

- a) starting from the time of physical loss or damage of the type insured; and
- b) ending not later than the period of time shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section,

during which period the results of the business shall be directly affected by such damage.

- c) not to be limited by the expiration of this Policy.

- 2) For property under construction, the period:

- a) starting on the date that production, business operation or service would have commenced if physical damage of the type insured had not happened; and



Account No. 1-53523  
Policy No. 1063282

- b) ending not later than the period of time shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section,

during which period the results of the business shall be directly affected by such damage.

- c) not to be limited by the expiration of this Policy.

The Rate of Gross Profit and Standard Sales will be based on the experience of the business after construction is completed and the probable experience during the PERIOD OF LIABILITY.

- C. The PERIOD OF LIABILITY does not include any additional time due to the Insured's inability to resume operations for any reason, including but not limited to:
- 1) making changes to the buildings, structures, machinery or equipment except as provided in the LAW AND ORDINANCE clause in the PROPERTY DAMAGE section.
  - 2) restaffing or retraining employees. However, this item does not apply to additional time needed to train staff to use new machinery or equipment that replaces machinery or equipment that suffered insured physical loss or damage, provided such training is completed within 90 consecutive days after the new machinery or equipment has been installed.

If two or more Periods of Liability apply such periods will not be cumulative.

#### 4. TIME ELEMENT EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply to TIME ELEMENT loss:

This Policy does not insure:

- A. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
- 1) physical loss or damage not insured by this Policy on or off of the insured **location**.
  - 2) planned or rescheduled shutdown.
  - 3) strikes or other work stoppage.
  - 4) any other reason other than physical loss or damage insured under this Policy.
- B. Any increase in loss due to:
- 1) suspension, cancellation or lapse of any lease, contract, license or orders.



Account No. 1-53523

Policy No. 1063282

- 2) damages for breach of contract or for late or noncompletion of orders.
- 3) fines or penalties of any nature except fines or penalties for breach of contract or for late or noncompletion of orders.
- 4) any other consequential or remote loss.
- C. Any loss resulting from physical loss or damage to finished goods manufactured by the Insured, or the time required for their reproduction.
- D. Any loss resulting from the **actual cash value** portion of direct physical loss or damage by fire caused by or resulting from **terrorism**.

## 5. TIME ELEMENT COVERAGE EXTENSIONS

This Policy also insures TIME ELEMENT loss, as provided by the TIME ELEMENT COVERAGES of this Policy, for the TIME ELEMENT COVERAGE EXTENSIONS described below.

### CYBER TIME ELEMENT COVERAGE EXTENSIONS

#### A. DATA SERVICE PROVIDER TIME ELEMENT

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the period of interruption at an insured **location of off-premises data processing or data transmission services**, when the interruption is caused by any accidental event at the facilities of the provider of such services that immediately prevents in whole or in part the delivery of such provided services.

For the purposes of this Extension:

- 1) facilities of the provider of **off-premises data processing or data transmission services** can be located worldwide except in Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine, and
- 2) an accidental event to satellites will be considered an accidental event at the facilities of the provider.

This Extension will apply when the period of interruption of **off-premises data processing or data transmission services** is in excess of 24 hours.

Additional General Provisions:

- 1) The Insured will immediately notify the company providing **off-premises data processing or data transmission services** of any interruption of such services.
- 2) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has entered into for such specified services.





Account No. 1-53523  
Policy No. 1063282

Coverage provided in this Extension is excluded from coverage elsewhere in this Policy.

This Extension does not cover Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured covered by OWNED NETWORK INTERRUPTION coverage as provided in this section of the Policy.

DATA SERVICE PROVIDER TIME ELEMENT Exclusions: As respects DATA SERVICE PROVIDER TIME ELEMENT, the following applies:

1) Item B4 of the EXCLUSIONS clause in the PROPERTY DAMAGE section does not apply except for B4 with respect to:

- a) incoming electricity, fuel, water, gas, steam or refrigerant; and
- b) outgoing sewerage.

2) The following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- a) **earth movement** for property located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.

As used above, the period of interruption of **off-premises data processing or data transmission services**:

- 1) is the period starting with the time when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored and the **location** receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the PERIOD OF LIABILITY clause in this section.
- 2) is limited to only those hours during which the Insured would or could have used service(s) if it had been available.
- 3) does not extend to include the interruption of operations caused by any reason other than interruption of the provided service(s).

## **B. OWNED NETWORK INTERRUPTION**

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the period of interruption directly resulting from:

- 1) the failure of the Insured's **electronic data processing equipment or media** to operate, provided that such failure is the direct result of a **cyber event** directed at the NAMED INSURED; or



Account No. 1-53523  
Policy No. 1063282

- 2) the Insured's reasonable action to temporarily protect the Insured's **electronic data processing equipment or media** against an actual or immediately impending **cyber event** directed at the NAMED INSURED, provided such action is necessary to prevent failure of the Insured's **electronic data processing equipment or media** to operate.

For the purposes of this Extension, the Insured's **electronic data processing equipment or media** can be located worldwide except in Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

As respects item 1 above, this Extension will apply when the period of interruption is in excess of 48 hours.

As used above, the period of interruption:

- 1) is the period starting when the Insured's **electronic data processing equipment or media** fails to operate and ending when with due diligence and dispatch, the Insured's **electronic data processing equipment or media** could be restored to the same or equivalent operating condition that existed prior to the failure.
- 2) does not include the additional time to make changes to the Insured's **electronic data processing equipment or media**.

## SUPPLY CHAIN TIME ELEMENT COVERAGE EXTENSIONS

### A. CIVIL OR MILITARY AUTHORITY

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY if an order of civil or military authority limits, restricts or prohibits partial or total access to an insured **location** provided such order is the direct result of physical damage of the type insured at the insured **location** or within five statute miles/eight kilometres of it.

This Extension does not apply to LEASEHOLD INTEREST.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of such physical damage; and
- 2) ending not later than the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section,

this period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.



Account No. 1-53523  
Policy No. 1063282

## B. CONTINGENT TIME ELEMENT EXTENDED

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY directly resulting from physical loss or damage of the type insured to property of the type insured at **contingent time element locations** located within the TERRITORY of this Policy.

As respects CONTINGENT TIME ELEMENT EXTENDED:

- 1) Time Element loss recoverable under this Extension is extended to include the following TIME ELEMENT COVERAGE EXTENSIONS:

CIVIL OR MILITARY AUTHORITY  
CONTINGENT TIME ELEMENT EXTENDED  
DATA SERVICE PROVIDER TIME ELEMENT  
DELAY IN STARTUP  
EXTENDED PERIOD OF LIABILITY  
INGRESS/EGRESS  
ON PREMISES SERVICES  
SERVICE INTERRUPTION TIME ELEMENT

- 2) The Insured will influence and cooperate with the **contingent time element location** in every way and take any reasonable and necessary action to mitigate the loss payable hereunder.
- 3) TIME ELEMENT EXCLUSIONS C does not apply.

CONTINGENT TIME ELEMENT EXTENDED Exclusions: As respects CONTINGENT TIME ELEMENT EXTENDED, the following additional exclusions apply:

This Policy does not insure loss resulting from:

- 1) lack of incoming or outgoing transmission of voice, data or video.
- 2) **earth movement** as respects a direct or indirect customer, supplier, contract manufacturer or contract service provider located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.

## C. INGRESS/EGRESS

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY due to the necessary interruption of the Insured's business due to partial or total physical prevention of ingress to or egress from an insured **location**, whether or not the premises or property of the Insured is damaged, provided that such prevention is a direct result of physical damage of the type insured to property of the type insured.

INGRESS/EGRESS Exclusions: As respects INGRESS/EGRESS, the following additional exclusions apply:



Account No. 1-53523  
Policy No. 1063282

This Policy does not insure loss resulting from:

- 1) lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, data or video.
- 2) picketing or other action by strikers except for physical damage not excluded by this Policy.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of such physical damage; and
- 2) ending not later than the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section,

this period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.

#### D. LOGISTICS EXTRA COST

This Policy covers the extra cost incurred by the Insured during the PERIOD OF LIABILITY due to the disruption of the **normal** movement of goods or materials:

- 1) directly between insured **locations**; or
- 2) directly between an insured **location** and a **location** of a direct customer, supplier, contract manufacturer or contract service provider to the Insured,

provided that such disruption is a direct result of physical loss or damage of the type insured to property of the type insured located within the TERRITORY of this Policy.

Measurement of Loss:

The recoverable extra cost loss will be the reasonable and necessary extra costs incurred by the Insured of the following:

- 1) extra costs to temporarily continue as nearly **normal** as practicable the movement of goods or materials.

This Extension will apply when the PERIOD OF LIABILITY is in excess of 48 hours except 168 hours applies for **earth movement** and/or **flood** and/or **wind**.

LOGISTICS EXTRA COST Exclusions: As respects LOGISTICS EXTRA COST, the following additional exclusions apply:



Account No. 1-53523

Policy No. 1063282

This Policy does not insure:

- 1) any loss resulting from disruption in the movement of goods or materials between **contingent time element locations**.
- 2) any loss resulting from disruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration, sewerage and voice, data or video.
- 3) any loss of income.
- 4) costs that usually would have been incurred in conducting the business during the same period had there been no disruption of **normal** movement of goods or materials.
- 5) costs of permanent repair or replacement of property that has been damaged or destroyed.
- 6) any expense recoverable elsewhere in this Policy.
- 7) any loss resulting from disruption caused by loss or damage from **earth movement** in California in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.
- 8) any loss resulting from disruption caused by physical loss or damage to personal property of the Insured while in transit.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of physical loss or damage causing the disruption of the **normal** movement of goods or materials directly between insured **locations**; or directly between the insured **location** and the **location** of the direct customer, supplier, contract manufacturer or contract service provider to the Insured, and
- 2) ending not later than:
  - a) when with due diligence and dispatch the **normal** movement of goods or materials directly between insured **locations**; or directly between the insured **location** and the **location** of the direct customer, supplier, contract manufacturer or contract service provider to the Insured could be resumed; or
  - b) the number of consecutive days shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section.

#### E. SERVICE INTERRUPTION TIME ELEMENT

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the period of service interruption at an insured **location** when the loss is



Account No. 1-53523

Policy No. 1063282

caused by the interruption of incoming services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of outgoing sewerage service by reason of any accidental event at the facilities of the supplier of such service located within this Policy's TERRITORY, that immediately prevents in whole or in part the delivery of such usable services.

This Extension will apply when the period of service interruption is in excess of 24 hours.

Additional General Provisions:

- 1) The Insured will immediately notify the suppliers of services of any interruption of such services.
- 2) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services.

SERVICE INTERRUPTION TIME ELEMENT Exclusions: As respects SERVICE INTERRUPTION TIME ELEMENT, the following applies:

- 1) The exclusions in the EXCLUSIONS clause in the PROPERTY DAMAGE section do not apply except for:
  - a) A1, A2, A3, A6, B1, B2, and
  - b) B4 with respect to incoming or outgoing voice, data or video, and
  - c) D1 except with respect to fungus, mold or mildew.
- 2) The following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- a) **earth movement** for property located in the **New Madrid Seismic Zone** or in the **Pacific Northwest Seismic Zone**.

As used above, the period of service interruption:

- 1) is the period starting with the time when an interruption of specified services happens; and ending when with due diligence and dispatch the service could be wholly restored and the **location** receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the PERIOD OF LIABILITY clause in this section.
- 2) is limited to only those hours during which the Insured would or could have used service(s) if it had been available.



Account No. 1-53523

Policy No. 1063282

- 3) does not extend to include the interruption of operations caused by any reason other than interruption of the specified service(s).

## **ADDITIONAL TIME ELEMENT COVERAGE EXTENSIONS**

### **A. ATTRACTION PROPERTY**

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY directly resulting from physical loss or damage of the type insured to property of the type insured that attracts business to an insured **location** and is within 1 statute mile/1.6 kilometres of the insured **location**.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of such physical damage; and
- 2) ending not later than the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.

### **B. CRISIS MANAGEMENT**

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY if an order of civil or military authority limits, restricts or prohibits partial or total access to an insured **location**, provided such order is a direct result of:

- 1) a violent crime, suicide, attempted suicide, or armed robbery; or
- 2) a death or bodily injury caused by a workplace accident;

at such insured **location**.

For the purposes of this Extension only, a workplace accident shall be considered a sudden, fortuitous event that happens during working hours and arises out of work performed in the course and the scope of employment.

This Extension of coverage will apply when the PERIOD OF LIABILITY is in excess of 4 hours.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting with the time the civil or military authority prohibits access; and





Account No. 1-53523  
Policy No. 1063282

- 2) ending not later than the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.

### C. DELAY IN STARTUP

GROSS EARNINGS or GROSS PROFIT and EXTRA EXPENSE are extended to cover the Actual Loss Sustained incurred by the Insured during the PERIOD OF LIABILITY due to the reasonable and necessary delay in startup of business operations directly resulting from physical loss or damage of the type insured to insured property under construction at an insured **location**.

### D. EXTENDED PERIOD OF LIABILITY

The GROSS EARNINGS and RENTAL INSURANCE coverages are extended to cover the reduction in sales and rental income resulting from:

- 1) the interruption of business as covered by GROSS EARNINGS and RENTAL INSURANCE;
- 2) for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss happened; and
- 3) commencing with the date on which the liability of the Company for loss resulting from interruption of business would terminate if this Extension had not been included in this Policy.

EXTENDED PERIOD OF LIABILITY Exclusions: As respects EXTENDED PERIOD OF LIABILITY, the TIME ELEMENT EXCLUSIONS B of this section does not apply and the following applies instead:

This Policy does not insure against any increase in loss due to damages for breach of contract or for late or noncompletion of orders, or fines or penalties of any nature except fines or penalties for breach of contract or for late or noncompletion of orders.

Coverage under this Extension for the reduction in sales and rental income due to contract cancellation will include only those sales and rental income that would have been earned under the contract during the extended period of liability.

Coverage under this Extension does not apply for more than the number of consecutive days shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section.

### E. INTERRUPTION BY COMMUNICABLE DISEASE

If a **location** owned, leased or rented by the Insured has the actual not suspected presence of **communicable disease** and access to such **location** is limited, restricted or prohibited by:

- 1) an order of an authorized governmental agency regulating the actual not suspected presence of **communicable disease**; or





Account No. 1-53523  
Policy No. 1063282

- 2) a decision of an Officer of the Insured as a result of the actual not suspected presence of **communicable disease**,

this Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY at such **location** with the actual not suspected presence of **communicable disease**.

This Extension will apply when access to such **location** is limited, restricted, or prohibited in excess of 48 hours.

INTERRUPTION BY COMMUNICABLE DISEASE Exclusions: As respects INTERRUPTION BY COMMUNICABLE DISEASE, the following additional exclusion applies:

This Policy does not insure loss resulting from:

- 1) the enforcement of any law or ordinance with which the Insured was legally obligated to comply prior to the time of the actual spread of **communicable disease**.

The PERIOD OF LIABILITY for this TIME ELEMENT COVERAGE EXTENSION will be:

The period of time:

- 1) starting at the time of the order of the authorized governmental agency or the Officer of the Insured; and
- 2) ending not later than the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section,

this period of time is part of and not in addition to any PERIOD OF LIABILITY applying to any coverage provided in the TIME ELEMENT section.

## F. ON PREMISES SERVICES

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured during the PERIOD OF LIABILITY directly resulting from physical loss or damage of the type insured to the following property located within 1,000 feet/300 metres of the insured **location**:

- 1) Electrical equipment and equipment used for the transmission of voice, data or video.
- 2) Electrical, fuel, gas, water, steam, refrigeration, sewerage, voice, data or video transmission lines.



Account No. 1-53523  
Policy No. 1063282

#### **G. PROTECTION AND PRESERVATION OF PROPERTY TIME ELEMENT**

This Policy covers the Actual Loss Sustained by the Insured for a period of time not to exceed 48 hours prior to and 48 hours after the Insured first taking reasonable action for the temporary protection and preservation of property insured by this Policy provided such action is necessary to prevent immediately impending insured physical loss or damage to such insured property.

This Extension is subject to the deductible provisions that would have applied had the physical loss or damage happened.

#### **H. RELATED REPORTED VALUES**

If reported TIME ELEMENT values include:

- 1) **locations** used by the Insured (such as branch stores, sales outlets and other plants) but not listed on a schedule under this Policy; and
- 2) a TIME ELEMENT loss would result at such **locations**,
- 3) from insured physical loss or damage at an insured **location**,

then this Policy provides coverage for such resulting TIME ELEMENT loss in accordance with the coverage applicable at such insured **location**.

#### **I. RESEARCH AND DEVELOPMENT**

The GROSS EARNINGS and GROSS PROFIT coverages are extended to insure the Actual Loss Sustained by the Insured of continuing fixed charges and Ordinary Payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the PERIOD OF LIABILITY.

The PERIOD OF LIABILITY for this Extension will be the period from the time of direct physical loss or damage of the type insured to the time when the property could be repaired or replaced and made ready for operations, but as respects GROSS PROFIT and Ordinary Payroll such period of time shall not exceed the period of time shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section. Such period of time shall not be limited by the date of expiration of this Policy.

#### **J. SOFT COSTS**

This Policy covers the Actual Loss Sustained incurred by the Insured of **soft costs** during the PERIOD OF LIABILITY arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at an insured **location**.



Account No. 1-53523  
Policy No. 1063282

## LOSS ADJUSTMENT AND SETTLEMENT

### 1. REQUIREMENTS IN CASE OF LOSS

The Insured will:

- 1) give immediate written notice to the Company of any loss.
- 2) protect the property from further loss or damage.
- 3) promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, **actual cash value**, replacement value and amount of loss claimed.
- 4) give a signed and sworn proof of loss to the Company within 90 days after the loss, unless that time is extended in writing by the Company. The proof of loss must state the knowledge and belief of the Insured as to:
  - a) the time and origin of the loss.
  - b) the Insured's interest and that of all others in the property.
  - c) the **actual cash value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the property.
  - d) any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Policy.
  - e) by whom and for what purpose any **location** insured by this Policy was occupied on the date of loss, and whether or not it then stood on leased ground.
- 5) include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged.
- 6) further, the Insured, will as often as may be reasonably required:
  - a) exhibit to any person designated by the Company all that remains of any property;
  - b) submit to examination under oath by any person designated by the Company and sign the written records of examinations; and
  - c) produce for examination at the request of the Company:
    - (i) all books of accounts, business records, bills, invoices and other vouchers; or
    - (ii) certified copies if originals are lost,



Account No. 1-53523

Policy No. 1063282

at such reasonable times and places that may be designated by the Company or its representative and permit extracts and machine copies to be made.

## **2. CURRENCY FOR LOSS PAYMENT**

Losses will be adjusted and paid in the currency of the United States of America unless directed otherwise by the Insured.

## **3. PARTIAL PAYMENT OF LOSS SETTLEMENT**

In the event of insured physical loss or damage determined by the Company's representatives to be in excess of the applicable Policy deductible, the Company will advance mutually agreed upon partial payment(s), subject to the Policy's provisions. To obtain such partial payments, the Insured will submit a signed and sworn Proof of Loss as described in this Policy, with adequate supporting documentation.

## **4. COLLECTION FROM OTHERS**

The Company will not be liable for any loss to the extent that the Insured has collected for such loss from others.

## **5. SUBROGATION**

The Insured is required to cooperate in any subrogation proceedings. The Company may require from the Insured an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Company's payment.

The Company will not acquire any rights of recovery that the Insured has expressly waived prior to a loss, nor will such waiver affect the Insured's rights under this Policy.

Any recovery from subrogation proceedings, less costs incurred by the Company in such proceedings, will be payable to the Insured in the proportion that the amount of:

- 1) any applicable deductible; and/or
- 2) any provable uninsured loss,

bears to the entire provable loss amount.

## **6. COMPANY OPTION**

The Company has the option to take all or any part of damaged property at the agreed or appraised value. The Company must give notice to the Insured of its intention to do so within 30 days after receipt of Proof of Loss.

## **7. ABANDONMENT**

There may be no abandonment of any property to the Company.



Account No. 1-53523  
Policy No. 1063282

## 8. APPRAISAL

If the Insured and the Company fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser after:

- 1) the Insured has fully complied with all provisions of this Policy, including REQUIREMENTS IN CASE OF LOSS; and
- 2) the Company has received a signed and sworn Proof of Loss from the Insured.

Each will notify the other of the appraiser selected within 20 days of such demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days then, on the request of the Insured or the Company, the umpire will be selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then appraise the amount of loss, stating separately the **actual cash value** and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for TIME ELEMENT loss, the amount of loss for each TIME ELEMENT coverage of this Policy.

If the appraisers fail to agree, they will submit their differences to the umpire. An award agreed to in writing by any two will determine the amount of loss.

The Insured and the Company will each:

- 1) pay its chosen appraiser; and
- 2) bear equally the other expenses of the appraisal and umpire.

A demand for APPRAISAL shall not relieve the Insured of its continuing obligation to comply with the terms and conditions of this Policy, including as provided under REQUIREMENTS IN CASE OF LOSS.

The Company will not be held to have waived any of its rights by any act relating to appraisal.

## 9. SUIT AGAINST THE COMPANY

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless:

- 1) the Insured has fully complied with all the provisions of this Policy; and
- 2) legal action is started within twelve months after inception of the loss.

If under the insurance laws of the jurisdiction in which the property is located, such twelve months' limitation is invalid, then any such legal action must be started within the shortest limit of time permitted by such laws.



**Account No. 1-53523**  
**Policy No. 1063282**

## **10. SETTLEMENT OF CLAIMS**

The amount of loss for which the Company may be liable will be paid within 30 days after:

- A. proof of loss as described in this Policy is received by the Company; and
- B. when a resolution of the amount of loss is made either by:
  - 1) written agreement between the Insured and the Company; or
  - 2) the filing with the Company of an award as provided in the APPRAISAL clause of this section.



## GENERAL PROVISIONS

### 1. CANCELLATION/NON-RENEWAL

This Policy may be:

- A. cancelled at any time at the request of the Insured by surrendering this Policy to the Company or by giving written notice to the Company stating when such cancellation will take effect; or
- B. cancelled by the Company by giving the Insured not less than:
  - 1) 60 days' written notice of cancellation; or
  - 2) 10 days' written notice of cancellation if the Insured fails to remit, when due, payment of premium for this Policy; or
- C. non-renewed by the Company by giving the Insured not less than 60 days' written notice of non-renewal.

Return of any unearned premium will be calculated on the customary short rate basis if the Insured cancels and on a pro-rata basis if the Company cancels this Policy. Return of any unearned premium will be made by the Company as soon as practicable.

### 2. INSPECTIONS

The Company, at all reasonable times, will be permitted, but will not have the duty, to inspect insured property. The Company does not address life, safety or health issues.

The Company's:

- A. right to make inspections;
- B. making of inspections; or
- C. providing recommendations or other information in connection with any inspections,

will not constitute an undertaking, on behalf of or for the benefit of the Insured or others. The Company will have no liability to the Insured or any other person because of any inspection or failure to inspect.

When the Company is not providing jurisdictional inspections, the Owner/Operator has the responsibility to assure that jurisdictional inspections are performed as required, and to assure that required jurisdictional Operating Certificates are current for their pressure equipment.

### 3. PROVISIONS APPLICABLE TO SPECIFIC JURISDICTIONS

- A. If the provisions of this Policy conflict with the laws of any jurisdictions in which this Policy applies, and if certain provisions are required by law to be stated in this Policy, this Policy



Account No. 1-53523  
Policy No. 1063282

will be read so as to eliminate such conflict or deemed to include such provisions for insured **locations** within such jurisdictions.

- B. The Company will provide to the Insured copies of endorsements mandated for use by the laws of states in the United States of America. The endorsements modify this Policy with respect to any insured property located in the state in which the endorsement applies.
- C. As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT(S) attached to this Policy shall be considered an act of **terrorism** within the terms of this Policy.

Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of this Policy, caused by or resulting from a Certified Act of Terrorism in accordance with the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT(S) attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT(S) and this Policy is not recoverable under this Policy.

#### 4. LIBERALIZATION

If during the period that insurance is in force under this Policy, any filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction, effective the date of the change specified in such statute.

#### 5. MISREPRESENTATION AND FRAUD

This entire Policy will be void if, whether before or after a loss, an Insured has:

- A. willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured.
- B. made any attempt to defraud the Company.
- C. made any false swearing.

#### 6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

- A. The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:





Account No. 1-53523

Policy No. 1063282

- 1) any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
- 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
- 3) change in the title or ownership of the property.
- 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

- C. If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:
  - 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
  - 2) this Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D. The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.
- E. The Company has the right to invoke this Policy's SUSPENSION clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Company will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.
- F. If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned



Account No. 1-53523  
Policy No. 1063282

and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.

- G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, SETTLEMENT OF CLAIMS, and SUIT AGAINST THE COMPANY.
- H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

## 7. OTHER INSURANCE

- A. If there is any other insurance that would apply in the absence of this Policy, this Policy will apply only after such insurance whether collectible or not.
- B. In no event will this Policy apply as contributing insurance.
- C. The Insured is permitted to have other insurance over any limits or sublimits of liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any limit or sublimit of liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.
- D. The Insured is permitted to have other insurance for all, or any part, of any deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only after such other insurance has been exhausted.
- E. If this Policy is deemed to contribute with other insurance, the limit of liability applicable at each **location**, for the purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest **location** value on file with the Company.
- F. National Flood Insurance Program: This Policy shall respond as excess over those terms and conditions concurrent with the Standard Flood Insurance Policy issued to the Insured, its renewal or replacement thereof.

The **flood** deductible for locations described on Flood Prone Locations, Appendix B will be reduced by one dollar for each dollar recovered under the Standard Flood Insurance Policy until no deductible applies.

## 8. POLICY MODIFICATION

This Policy contains all of the agreements between the Insured and the Company concerning this insurance. The Insured and the Company may request changes to this Policy. This Policy can be changed only by endorsements issued by the Company and made a part of this Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:



Account No. 1-53523  
Policy No. 1063282

- A. create a waiver, or change any part of this Policy; or
- B. prevent the Company from asserting any rights under the provisions of this Policy.

## 9. REDUCTION BY LOSS

Claims paid under this Policy will not reduce its limit of liability, except claims paid will reduce any **annual aggregate** limit.

## 10. SUSPENSION

On discovery of a dangerous condition, the Company may immediately suspend this insurance on any machine, vessel or part thereof by giving written notice to the Insured. The suspended insurance may be reinstated by the Company. Any unearned premium resulting from such suspension will be returned by the Company.

## 11. TITLES

The titles in this Policy are only for reference. The titles do not in any way affect the provisions of this Policy.

## 12. ASSIGNMENT

Assignment of this Policy will not be valid except with the written consent of the Company.

## 13. DEFINITIONS

The following terms when appearing in **boldface** in this Policy mean:

**actual cash value:**

the amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

**annual aggregate:**

the Company's maximum amount payable during any policy year.

**communicable disease:**

disease which is:

- A. transmissible from human to human by direct or indirect contact with an affected individual or the individual's discharges, or
- B. Legionellosis.

**contaminant:**

anything that causes **contamination**.



Account No. 1-53523

Policy No. 1063282

**contamination:**

any condition of property due to the actual or suspected presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, fungus, mold or mildew.

**contingent time element location:**A. any **location**:

- 1) of a direct customer, supplier, contract manufacturer or contract service provider to the Insured;
- 2) of any company under a royalty, licensing fee or commission agreement with the Insured;

B. any **location** of a company that is a direct or indirect customer, supplier, contract manufacturer or contract service provider to a **location** described in A1 above,

not including **locations** of any company directly or indirectly supplying to, or receiving from, the Insured, electricity, fuel, gas, water, steam, refrigeration, sewage, voice, data or video.

**cyber event:**

any act involving the malicious or unauthorized access to, operation of, or use of **electronic data processing equipment or media**, regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from **cyber event** will not be considered to be loss by **cyber event** within the terms and conditions of this Policy.

**date or time recognition:**

the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

**earth movement:**

any natural or man-made earth movement including, but not limited to earthquake or landslide, regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage by fire, explosion, sprinkler leakage, or **flood** resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this Policy.

**electronic data processing equipment or media:**

any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.

**fine arts:**

paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of



**Account No. 1-53523**  
**Policy No. 1063282**

rarity, historical value, or artistic merit excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, securities.

**flood:**

flood; surface waters; rising waters; storm surge, sea surge, wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not; or sewer back-up resulting from any of the foregoing; regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss. Physical loss or damage from **flood** associated with a storm or weather disturbance whether or not identified by name by any meteorological authority, is considered to be **flood** within the terms of this Policy. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this Policy.

**irreplaceable:**

an item which cannot be replaced with other of like kind and quality.

**location:**

A. as specified in the Schedule of Locations, or

B. if not so specified in the Schedule of Locations:

- 1) a building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing),
  - a) bounded on all sides by public streets, clear land space or open waterways, each not less than 50 feet/15 metres wide. Any bridge or tunnel crossing such street, space or waterway will render such separation inoperative for the purpose of this definition.

**New Madrid Seismic Zone:**

Arkansas, United States of America, counties of:

Arkansas, Clay, Craighead, Crittenden, Cross, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Lee, Lonoke, Mississippi, Monroe, Phillips, Poinsett, Prairie, Randolph, Sharp, St. Francis, White, Woodruff

Illinois, United States of America, counties of:

Alexander, Bond, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, St. Clair, Union, Wabash, Washington, Wayne, White, Williamson

Indiana, United States of America, counties of:

Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, Warrick

Kentucky, United States of America, counties of:

Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Henderson, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, McLean, Muhlenberg, Todd, Trigg, Union, Webster



**Account No. 1-53523**  
**Policy No. 1063282**

Mississippi, United States of America, counties of:

Alcorn, Benton, Coahoma, De Soto, Lafayette, Marshall, Panola, Quitman, Tate, Tippah, Tunica

Missouri, United States of America, counties of:

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Jefferson, Madison, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Reynolds, Ripley, Scott, Shannon, St. Francois, St. Louis, City of St. Louis, Ste. Genevieve, Stoddard, Washington, Wayne

Tennessee, United States of America, counties of:

Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Houston, Humphreys, Lake, Lauderdale, Madison, McNairy, Montgomery, Obion, Perry, Shelby, Stewart, Tipton, Weakley

**normal:**

the condition that would have existed had no physical loss or damage happened.

**normal cost:**

the cost associated with the movement of goods or materials suffering the disruption that the Insured would have incurred had no physical loss or damage causing disruption happened.

**occurrence:**

the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by one discrete event of physical loss or damage, except as respects the following:

- A. **terrorism: occurrence** shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all acts of **terrorism** during a continuous period of seventy-two (72) hours.
- B. **earth movement: occurrence** shall mean the sum total of all loss or damage of the type insured, including any insured TIME ELEMENT loss, arising out of or caused by all **earth movement(s)** during a continuous period of seventy-two (72) hours.

**off-premises data processing or data transmission services:**

the storage or processing of data performed off-premises of the Insured's property, including the transmission of voice, data or video over a single, or combination of, computer or communication networks.

**Pacific Northwest Seismic Zone:**

Oregon, United States of America, counties of:

Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Hood River, Jackson, Josephine, Klamath, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Yamhill

Washington, United States of America, counties of:

Chelan, Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Whatcom

British Columbia (includes Vancouver Island), Canada:

South of 50° N latitude and west of 120° W longitude



Account No. 1-53523

Policy No. 1063282

**period of operational testing:**

the period of time beginning 24 hours prior to the earlier of the following:

- A. introduction, into a system, of feedstock or other materials for processing or handling;
- B. commencement of fuel or energy supply to a system,

and ending with the earlier of the following:

- A. the expiration date or cancellation date of this Policy.
- B. if specified, the number of consecutive days shown in the LIMITS OF LIABILITY clause in the DECLARATIONS section.

**physical loss or damage to electronic data, programs or software:**

the destruction, distortion or corruption of electronic data, programs or software.

**representative company(ies):**

Factory Mutual Insurance Company, FM Insurance Company Limited or FM Insurance Europe S.A.; Affiliated FM Insurance Company; Appalachian Insurance Company or any other company issuing a local policy at the direction of the Company.

**soft costs:**

costs over and above those that are **normal** at an insured **location** undergoing renovation or in the course of construction, limited to the following:

- A. construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.
- B. commitment fees, leasing and marketing expenses - the cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
- C. additional fees for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
- D. property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

**terrorism:**

any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,

when the effect or apparent purpose is:





Account No. 1-53523  
Policy No. 1063282

- A. to influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or
- B. to further or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

**transmission and distribution systems:**

transmission and distribution systems including but not limited to electricity, gas, fuel, steam, water, refrigeration, sewerage, voice, data, and video. Such systems shall include poles, towers and fixtures, overhead conductors and devices, underground and underwater conduit, underground and underwater conductors and devices, line transformers, service meters, street lighting and signal systems.

**valuable papers and records:**

written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, all of which must be of value to the Insured.

**wind:**

direct action of wind including substance driven by wind. **Wind** does not mean or include anything defined as **flood** in this Policy.





Account No. 1-53523  
Policy No. 1063282

SCHEDULE OF LOCATIONS, APPENDIX A

Location ID	Index No	Name	Street	City	State/Prov	Postal Code
CA03	002547.01	152 Geary Street, LLC	152 Geary Street & 153 Maiden Lane	San Francisco	California	94108-5602
CA06		Thor 900 Santa Fe, LLC	900-902 & 910 South Santa Fe Avenue	Los Angeles	California	90021-1727
CA07		Thor 385 17 Street, LLC	385 17th Street	Oakland	California	94612-3336
CA08	076420.10	Thor 634 Second Street, LLC & Thor 634, LLC	634 - 636 Second Street	San Francisco	California	94107-2015
CA09	076822.56	Thor 130-150 Shoreline LLC	130-150 Shoreline Drive	Redwood City	California	94065-1400
CA10	003516.82	Thor 600 Bancroft LLC	600-630 Bancroft Way	Berkeley	California	94710-2224
CO02		Thor 228 South Mill Street, LLC	228-230 South Mill Street	Aspen	Colorado	81611-1927
DC01	002655.89	Thor 3000 M Street, LLC	3000 M Street Northwest	Washington	District of Columbia	20007-3701
FA11	003076.20	Thor 630 East Atlantic, LLC	630-638 East Atlantic Avenue	Delray Beach	Florida	33483-5326
FA13		Thor 250 Wynwood, LLC	250 Northwest 24th Street	Miami	Florida	33127-4337
FA14	003821.70	Thor 2800 Northwest 2nd Avenue, LLC	2800 NW 2nd Avenue aka 230 NW 29th Street, 239 & 329 NW 28th Street, 2812, 2818 & 2838 NW 2nd Avenue, 208 NW 28th Street	Miami	Florida	33127-4427
FL01	001469.70	PV I, LLC	20155 Northeast 38th Court Apartment 2701	Aventura	Florida	33180-3269
FL02	000422.06	Thor Gallery at Beach Place, LLC	17 South Fort Lauderdale Beach Boulevard (A1A)	Fort Lauderdale	Florida	33316-1515
FL05	088616.22	663 Lincoln Road, LLC -663 Lincoln Road Mezz, LLC & Lincoln Road Group, LLC	663 Lincoln Road	Miami Beach	Florida	33139-2915
FL07		Thor 2724 Northwest 2nd Avenue, LLC	2722-2732 Northwest 2nd Avenue	Miami	Florida	33127-4140
FL08		Thor 120 NE 39th Street, LLC	118-120 Northeast 39th Street	Miami	Florida	33127-2912
FL09		Thor ASB 605 Lincoln Road LLC	605 Lincoln Road, Units 100, 110 & 120	Miami Beach	Florida	33139-2900
GA01	083835.48	Thor Gallery at South Dekalb, LLC	2801, 2845, 2847, 2849 and 2853 Candler Road	Decatur	Georgia	30034
IL07	003424.33	Thor 905 W Fulton LLC	216, 218, 226, 230, 232 North Peoria Street 905 West Fulton Market	Chicago	Illinois	60607-1308
IL08		Thor 1229 West Randolph, LLC	1229 West Randolph Street	Chicago	Illinois	60607-2308
IL09		Thor 942 Fulton Street, LLC	942 West Fulton Market	Chicago	Illinois	60607-1323
IL11		Thor 1003 West Fulton Market, LLC	1003 West Fulton	Chicago	Illinois	60607-1124
IL13	003708.44	Thor 816 W Fulton Owner LLC, Thor 816 W Fulton Holdings LLC, Thor 306 N Halsted Owner LLC, Thor West Fulton LLC	813 W. Wayman St., 816 W. Fulton St., 820 W. Fulton St., 314 N. Halsted, 300 N. Halsted St., 810 West Fulton St.	Chicago	Illinois	61064-1005
IL14	003720.42	800 W Fulton Market	800 West Fulton Market	Chicago	Illinois	60607-1302
IL3	064541.09	Thor Palmer House Holdings LLC; Thor Palmer House Hotel & Shops, LLC	17 & 27 East Monroe Street	Chicago	Illinois	60603-5608
MA01	013259.51	Thor 825 Washington LLC	825 Washington St	Norwood	Massachusetts	02062-3441
NJ02	031820.21	Bridgewater Center of Excellence	1042 US Highway 202/206	Bridgewater	New Jersey	08807-1245
NJ02A	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building L	Bridgewater	New Jersey	08807-2907
NJ02B	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building K	Bridgewater	New Jersey	08807-2907
NJ02C	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building M	Bridgewater	New Jersey	08807-2907



Account No. 1-53523  
Policy No. 1063282

**SCHEDULE OF LOCATIONS, APPENDIX A**

Location ID	Index No	Name	Street	City	State/Prov	Postal Code
NJ02D	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building N	Bridgewater	New Jersey	08807-2907
NJ02E	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building JR-1	Bridgewater	New Jersey	08807-2907
NJ02F	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building JR-2	Bridgewater	New Jersey	08807-2907
NJ02G	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building JD	Bridgewater	New Jersey	08807-2907
NJ02H	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Building JO	Bridgewater	New Jersey	08807-2907
NJ02I	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, PDF Warehouse PDF & ASD	Bridgewater	New Jersey	08807-2907
NJ02J	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Parking Garage	Bridgewater	New Jersey	08807-2907
NJ02K	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Cen. Util. Plt.	Bridgewater	New Jersey	08807-2907
NJ02L	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Cooling Tower	Bridgewater	New Jersey	08807-2907
NJ02M	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Fire Pump B1	Bridgewater	New Jersey	08807-2907
NJ02N	031820.21	Bridgewater Center of Excellence	1041 US Highway 202/206, Fire Pump B2	Bridgewater	New Jersey	08807-2907
NJ02O	031820.21	Bridgewater Center of Excellence	1042 US Highway 202/206, Hy	Bridgewater	New Jersey	08807-2907
NJ02P	031820.21	Bridgewater Center of Excellence	1042 US Highway 202/206, Guard House	Bridgewater	New Jersey	08807-2907
NJ03		Thor 1400 Washington Street, LLC; 1400 Washington ASPL, LLC; Jensen 1400 Washington Street, LLC	1400 Washington Street	Hoboken	New Jersey	07030-9402
NJ04		The Sephardic Heritage Museum, Inc.	619 W County Line Rd	Lakewood	New Jersey	08701-1215
NJ05			95 Greene Street	Jersey City	New Jersey	07302-3815
N100		Joseph Sitt & Bert Dweck	169 Mercer Street	New York	New York	10012-3278
N101	003208.36	Thor 526 West 111th Street, LLC	526 West 111th Street	New York	New York	10025-1976
N102		Thor 424 Broome, LLC	424 Broome Street, Unit 1	New York	New York	10013-3227
N103	003275.14	Thor 180 Bedford, LLC	176-180 Bedford aka 155-157 North 7th Street	Brooklyn	New York	11249-2921
N104		Thor Persily, LLC	1205, 1207-1213 Bowery, 1101-1119 Bowery aka 3019-3023 West 12th Street	Brooklyn	New York	11224-2806
N14A	021389.08	446 West 14th Street Associates, LLC	446-448 West 14th Street	New York	New York	10014-1004
N27A	000676.92	88 Greenwich Owner, LLC	88 Greenwich Street	New York	New York	10006-2204
NY01		92 Rivington, LLC; Thor 92 Rivington Street, LLC	92 Rivington Street	New York	New York	10002-2217
NY04		1102 Surf Avenue, LLC	1102-1104 Surf Avenue	Brooklyn	New York	11224-2814
NY06	003091.64	Thor 17 West 125th Street, LLC	17 West 125th Street	New York	New York	10027-4513
NY09	001469.78	Thor 139 5th Avenue, LLC	139 5th Avenue	New York	New York	10010-7104
NY100	003249.97	215 West 116th Street, LLC	215 West 116th Street	New York	New York	10026-2410
NY101	003251.67	135 East 125th Street, LLC	135 East 125th Street 124-132 East 126th Street	New York	New York	10035-1614
NY102		432 Park Avenue 63A, LLC	432 Park Avenue Apartment 63A	New York	New York	10022-3553



Account No. 1-53523  
Policy No. 1063282

## SCHEDULE OF LOCATIONS, APPENDIX A

Location ID	Index No	Name	Street	City	State/Prov	Postal Code
NY103		Thor 24 West 40th Investment, LLC	24 West 40th Street Floors 4,5,6	New York	New York	10118
NY104	021352.66	IT 2211 Owner LLC	2211 Broadway	New York	New York	10024-6263
NY106	003475.91	The Jame Hotel	23-27 Grand Street	New York	New York	10013-1618
NY108		392 Linden LLC	392 Linden St	Brooklyn	New York	11237-5801
NY109			138-35 39th Avenue	Flushing	New York	11354-4420
NY11	021360.01	25 West 39th Street Realty, LLC	25 West 39th Street	New York	New York	10018-3805
NY13	001469.80	933 Broadway, LLC	929-933 Broadway	New York	New York	10010-6005
NY16	000157.41	588-590 5th Avenue, LLC & Thor Fifth Avenue, LLC	590 5th Avenue	New York	New York	10036-4702
NY19		Coney Greenberg Weiss Surf, LLC & Coney Greenberg, LLC	1114-1116 Surf Avenue	Brooklyn	New York	11224-2814
NY20		Ida's Coney, LLC	1314-1316 Bowery Street	Brooklyn	New York	11224
NY21		1319 Bowery Realty, LLC**	1318-1324 Bowery Street	Brooklyn	New York	11224
NY22	002039.80	Kaufman Coney, LLC**	1220-1228 Bowery Street	Brooklyn	New York	11224-2807
NY23	002039.81	Saleh Coney, LLC**	3044-3062 West 12th Street	Brooklyn	New York	11224-2803
NY24		TYL Coney, LLC	1218 Bowery Street	Brooklyn	New York	11224
NY25		1527 Surf Avenue, LLC**	1527 Surf Avenue	Brooklyn	New York	11224
NY28	021382.19	24th Street Retail, LLC	124 West 24th Street	New York	New York	10011-1904
NY29	001515.67	470 Broadway, LLC	470 Broadway	New York	New York	10013-2620
NY30	001528.45	440 Broadway Realty Associates, LLC	440 Broadway	New York	New York	10013-2520
NY32	002072.50	60 East 66th Street, LLC.	60 East 66th Street	New York	New York	10065-6540
NY33	002236.87	Soho Mews 3H, LLC; Soho Mews 3F, LLC; Soho Mews 3G, LLC; Soho Mews 4C, LLC; Soho Mews 4H, LLC; Soho Mews 3C, LLC	311 W Broadway	New York	New York	10013-2298
NY43	021370.61	597 Scribner, LLC	597 5th Avenue and 3 East 48th Street	New York	New York	10017-1020
NY51		Fitlin Eldorado LLC	1216-1218 Surf Avenue and 1215 Bowery Street	Brooklyn	New York	11224
NY55	002603.12	Thor 494 Broadway, LLC; Jensen 494, LLC	494 Broadway	New York	New York	10012-4459
NY57	002606.55	Thor 1836 Ocean Parkway, LLC; 1836 Ocean Parkway, LLC	1836 Ocean Parkway	Brooklyn	New York	11223-3051
NY62	002803.68	Thor Atlantic Gardens, LLC	525-541 Atlantic Avenue	Brooklyn	New York	11217-2620
NY63		Thor 1006 Madison, LLC; 1006 Madison, LLC	1006 Madison Avenue	New York	New York	10075-1841
NY64	002803.69	Thor 209 Smith Street, LLC	209 Smith Street	Brooklyn	New York	11201-6549
NY65		Thor 725 8th Avenue, LLC	725 8th Avenue	New York	New York	10036-7002
NY66		496 Broadway, LLC	496 Broadway	New York	New York	10012-4495
NY68	002789.65	115 Mercer, LLC	115 Mercer Street	New York	New York	10012-3972
NY70	021366.18	Thor 545 Madison, LLC	545 Madison Avenue	New York	New York	10022-4219
NY71		Thor 452 West Broadway, LLC	452 West Broadway	New York	New York	10012-3141



Account No. 1-53523  
Policy No. 1063282

## SCHEDULE OF LOCATIONS, APPENDIX A

Location ID	Index No	Name	Street	City	State/Prov	Postal Code
NY73	021368.96	Thor 680 Madison Avenue, LLC	680 Madison Avenue	New York	New York	10065-7246
NY74		Thor 38 Park Row, LLC	36-38 Park Row	New York	New York	10038-1550
NY75	021348.77	Thor Milford Retail, LLC	700 8th Avenue	New York	New York	10036-3901
NY77		Thor 519 Fulton Street, LLC	519 Fulton Street	Brooklyn	New York	11201-5215
NY78	002914.41	Thor 164 5th Avenue, LLC	164 5th Avenue	New York	New York	10010-5989
NY79	000991.73	Thor 172 Fifth Avenue, LLC	172 Fifth Avenue	New York	New York	10010
NY7A	001469.77	Singer Coney, LLC	3029, 3030 & 3070-3090 Stillwell Avenue 1213 & 1301 Boardwalk West 3057 Henderson Walk	Brooklyn	New York	11224
NY7B	001469.77	Ramin Coney, LLC	1228 Surf Avenue	Brooklyn	New York	11224-2816
NY81	002950.68	Thor 840 West End Avenue, LLC	840 West End Avenue	New York	New York	10025
NY82	002950.66	Thor 100 North 3rd, LLC	100 North 3rd Street	Brooklyn	New York	11249-3910
NY83		Thor 1566 Third Avenue, LLC	1566 Third Avenue 182-184 East 88th Street	New York	New York	10128-3105
NY85		Thor 195 Bowery, LLC	195 Bowery Street 161 Chrystie Street	New York	New York	10002-2875
NY90		Thor 350 West Broadway, LLC	350 West Broadway	New York	New York	10013-2354
NY92	003008.18	Thor 98 Morningside Avenue, LLC	98 Morningside Avenue	New York	New York	10027-5133
NY93		31 Greene Street Soho, LLC	31 Greene Street	New York	New York	10013-2540
NY94		Thor 50 Bond Street, LLC	50 Bond Street	New York	New York	10012-2460
NY98		Colt 158 Franklin, LLC	158 Franklin Street	New York	New York	10013-2934
NY99	021612.18	Thor 180 Livingston, LLC	180 Livingston Street, 178-192 Livingston Street and 159-177 Schermerhorn Street	Brooklyn	New York	11201-5861
PA02	036560.21	Thor 907 Market Street LLC and Thor 907 Market FM LLC	907 Market Street	Philadelphia	Pennsylvania	19107-3110
TN01	084835.50	Cannery Owner, LLC	1 Cannery Row	Nashville	Tennessee	37203-4153
TN02	084835.50	Cannery Owner, LLC	521 8th Avenue South	Nashville	Tennessee	37203-4237
TN03	084835.50	Cannery Owner, LLC	527 8th Avenue	Nashville	Tennessee	37203-4533
TN04		Cannery Owner, LLC	807 Palmer Pl	Nashville	Tennessee	37203-4132
TX01	002121.06	Thor Ranch, LLC; Thor Ranch II, LLC - Cinco Ranch	NW Corner of FM 1093 and FM 723, Pad J - 9555 Spring Green Blvd, Pad F - 9333 Spring Green Blvd, Pad D - 25230 FM 1093 Rd	Katy	Texas	77494-7939
TX02	074407.27	Thor Kirby Group 3, LLC	3200-3300 Kirby Drive 3333 Lake Street	Houston	Texas	77098-3217
TX05	003696.23	Thor St. Elmo N6 LLC; St. Elmo Owner, LLC	1005 E Saint Elmo Rd	Austin	Texas	78745-1298
TX06	003721.50	Thor 5202 Ben White LLC and Thor 5202 Ben White TIC LLC	5202 East Ben White Boulevard	Austin	Texas	78741-7316



Account No. 1-53523  
Policy No. 1063282

## FLOOD PRONE LOCATIONS, APPENDIX B

Index No	Location No.	Name	Street	City	Postal Code	State/Prov
002547.01	CA03	152 Geary Street, LLC	152 Geary Street & 153 Maiden Lane	San Francisco	94108-5602	California
076420.10	CA08	Thor 634 Second Street, LLC & Thor 634, LLC	634 - 636 Second Street	San Francisco	94107-2015	California
076822.56	CA09		130-150 Shoreline Drive	Redwood City	94065-1400	California
003516.82	CA10		600-630 Bancroft Way	Berkeley	94710-2224	California
001469.70	FL01	PV I, LLC	20155 Northeast 38th Court Apartment 2701	Aventura	33180-3269	Florida
000422.06	FL02	Thor Gallery at Beach Place, LLC	17 South Fort Lauderdale Beach Boulevard (A1A)	Fort Lauderdale	33316-1515	Florida
088616.22	FL05	663 Lincoln Road, LLC -663 Lincoln Road Mezz, LLC & Lincoln Road Group, LLC	663 Lincoln Road	Miami Beach	33139-2915	Florida
	FL09	Thor ASB 605 Lincoln Road LLC	605 Lincoln Road, Units 100, 110 & 120	Miami Beach	33139-2900	Florida
83835.48	GA01		2801, 2845, 2847, 2849 and 2853 Candler Road	Decatur	30034	Georgia
	N104	Thor Persily, LLC	1205 Bowery Street	Brooklyn	11224-2806	New York
000676.92	N27A	88 Greenwich Owner, LLC	88 Greenwich Street	New York	10006-2204	New York
003475.91	NY106	The Jame Hotel	23-27 Grand Street	New York	10013-1618	New York
002039.80	NY22	Kaufman Coney, LLC**	1220-1228 Bowery Street	Brooklyn	11224	New York
002039.81	NY23	Saleh Coney, LLC**	3044-3062 West 12th Street	Brooklyn	11224	New York
	NY24	TYL Coney, LLC	1218 Bowery Street	Brooklyn	11224	New York
	NY25	1527 Surf Avenue, LLC**	1527 Surf Avenue	Brooklyn	11224	New York
002236.87	NY33	Soho Mews 3H, LLC; Soho Mews 3F, LLC; Soho Mews 3G, LLC; Soho Mews 4C, LLC; Soho Mews 4H, LLC; Soho Mews 3C, LLC	311 W Broadway	New York	10013-2298	New York
	NY51	Fitlin Eldorado LLC	1216-1218 Surf Avenue and 1215 Bowery Street	Brooklyn	11224	New York
001469.77	NY7A	Singer Coney, LLC	3029, 3030 & 3070-3090 Stillwell Avenue 1213 & 1301 Boardwalk West 3057 Henderson Walk	Brooklyn	11224	New York
001469.77	NY7B	Ramin Coney, LLC	1228 Surf Avenue	Brooklyn	11224-2816	New York
	NY90	Thor 350 West Broadway, LLC	350 West Broadway	New York	10013-2354	New York
002121.06	TX01	Thor Ranch, LLC; Thor Ranch II, LLC - Cinco Ranch	NW Corner of FM 1093 and FM 723, Pad J - 9555 Spring Green Blvd, Pad F - 9333 Spring Green Blvd, Pad D - 25230 FM 1093 Rd	Katy	77494-7939	Texas



Account No. 1-53523

Policy No. 1063282

**WIND AREAS, APPENDIX C**

Index No	Location No.	Name	Street	City	Postal Code	State/Prov
<b>Wind Areas Tier 1</b>						
003076.20	FA11	Thor 630 East Atlantic, LLC	630-638 East Atlantic Avenue	Delray Beach	33483-5326	FL
*	FA13	Thor 250 Wynwood, LLC	250 Northwest 24th Street	Miami	33127-4337	FL
*	FA14	Thor 2800 Northwest 2nd Avenue, LLC	239 NW 28th Street, 329 NW 28th Street~2800 NW 2nd Ave, 2812 NW 2nd Ave, 2818 NW 2nd Ave, 2838 NW 2nd Ave~230 NW 29th Street, 208 NW 28th Street~229 NW 27th Terrace, 235 NW 27 Terrace & 245 NW 27th	Miami	33127	FL
*	FL07	Thor 2724 Northwest 2nd Avenue, LLC	2722-2732 Northwest 2nd Avenue	Miami	33127-4140	FL
*	FL08	Thor 120 NE 39th Street, LLC	118-120 Northeast 39th Street	Miami	33127-2912	FL
088616.22	FL05	663 Lincoln Road, LLC - 663 Lincoln Road Mezz, LLC & Lincoln Road Group, LLC	663 Lincoln Road	Miami Beach	33139-2915	FL
*	FL09	Thor ASB 605 Lincoln Road, LLC	605 Lincoln Road, Units 100, 110 & 120	Miami Beach	33139-2900	FL
<b>Wind Areas Tier 2</b>						
074407.27	TX02	Thor Kirby Group 3, LLC	3200-3300 Kirby Drive~3333 Lake Street	Houston	77098-3217	TX
002121.06	TX01	Thor Ranch, LLC; Thor Ranch II, LLC - Cinco Ranch	NW Corner of FM 1093 and FM 723, Pad J -9555 Spring Green Blvd, Pad F - 9333 Spring Green Blvd, Pad D - 25230 FM 1093 Rd	Katy	77494-7939	TX
<b>Wind Areas United States Northeast</b>						
013259.51	MA01		825 Washington St	Norwood	02062-3441	MA
*	NJ03	Thor 1400 Washington Street, LLC; 1400 Washington ASPL, LLC; Jensen 1400 Washington Street, LLC	1400 Washington Street	Hoboken	07030-9402	NJ
*	NJ04	The Sephardic Heritage Museum, Inc.	619 W County Line Rd	Lakewood	08701-1215	NJ
002039.80	NY22	Kaufman Coney, LLC	1220-1228 Bowery Street	Brooklyn	11224	NY



Account No. 1-53523

Policy No. 1063282

**WIND AREAS, APPENDIX C**

Index No	Location No.	Name	Street	City	Postal Code	State/Prov
002039.81	NY23	Saleh Coney, LLC	3044-3062 West 12th Street	Brooklyn	11224	NY
002606.55	NY57	Thor 1836 Ocean Parkway, LLC; 1836 Ocean Parkway, LLC	1836 Ocean Parkway	Brooklyn	11223-3051	NY
*	N104	Thor Persily, LLC	1205 Bowery Street	Brooklyn	11224-2806	NY
	N103	Thor 180 Bedford, LLC	176-180 Bedford aka 155-157 North 7th Street	Brooklyn	11249	NY
*	NY04	1102 Surf Avenue, LLC	1102-1104 Surf Avenue	Brooklyn	11224	NY
*	NY19	Coney Greenberg Weiss Surf, LLC & Coney Greenberg, LLC	1114-1116 Surf Avenue	Brooklyn	11224	NY
*	NY24	TYL Coney, LLC	1218 Bowery Street	Brooklyn	11224	NY
*	NY51	Fitlin Eldorado LLC	1216-1218 Surf Avenue and 1215 Bowery Street	Brooklyn	11224	NY
002803.68	NY62	Thor Atlantic Gardens, LLC	525-541 Atlantic Avenue	Brooklyn	11217-2620	NY
002803.69	NY64	Thor 209 Smith Street, LLC	209 Smith Street	Brooklyn	11201-6549	NY
002950.66	NY82	Thor 100 North 3rd, LLC	100 North 3rd Street	Brooklyn	11249-3910	NY
021612.18	NY99	Thor 180 Livingston, LLC	180 Livingston Street, 178-192 Livingston Street and 159-177 Schermerhorn Street	Brooklyn	11201-5861	NY
*	NY77	Thor 519 Fulton Street, LLC	519 Fulton Street	Brooklyn	11201-5215	NY
001469.77	NY7A	Singer Coney, LLC	3029, 3030 & 3070-3090 Stillwell Avenue~12-13 & 1301 Boardwalk West~3057 Hnerderson Walk	Brooklyn	11224-2816	NY
1469.77	NY7B	Ramin Coney, LLC	1228 Surf Avenue # 30			
000157.41	NY16	588-590 5th Avenue, LLC & Thor Fifth Avenue, LLC	590 5th Avenue	New York	10036-4702	NY
000676.92	N27A	88 Greenwich Owner, LLC	88 Greenwich Street	New York	10006-2204	NY
000991.73	NY79	Thor 172 Fifth Avenue, LLC	172 Fifth Avenue	New York	10010	NY
001469.78	NY09	Thor 139 5th Avenue, LLC	139 5th Avenue	New York	10010-7104	NY
001469.80	NY13	933 Broadway, LLC	929-933 Broadway	New York	10010-6005	NY
001515.67	NY29	470 Broadway, LLC	470 Broadway	New York	10013-2620	NY



Account No. 1-53523

Policy No. 1063282

**WIND AREAS, APPENDIX C**

Index No	Location No.	Name	Street	City	Postal Code	State/Prov
001528.45	NY30	440 Broadway Realty Associates, LLC	440 Broadway	New York	10013-2520	NY
002072.50	NY32	60 East 66th Street, LLC	60 East 66th Street	New York	10065-6540	NY
002236.87	NY33	Soho Mews 3H, LLC; Soho Mews 3F, LLC; Soho Mews 3G, LLC; Soho Mews 4C, LLC; Soho Mews 4H, LLC; Soho Mews 3C, LLC	311 W Broadway	New York	10013-2298	NY
002603.12	NY55	Thor 494 Broadway, LLC; Jensen 494, LLC	494 Broadway	New York	10012-4459	NY
002789.65	NY68	115 Mercer, LLC	115 Mercer Street	New York	10012-3972	NY
002914.41	NY78	Thor 164 5th Avenue, LLC	164 5th Avenue	New York	10010-5989	NY
002950.68	NY81	Thor 840 West End Avenue, LLC	840 West End Avenue	New York	10025	NY
003008.18	NY92	Thor 98 Morningside Avenue, LLC	98 Morningside Avenue	New York	10027-5133	NY
003091.64	NY06	Thor 17 West 125th Street, LLC	17 West 125th Street	New York	10027-4513	NY
003208.36	N101	Thor 526 West 111th Street, LLC	526 West 111th Street	New York	10025-1976	NY
003249.97	NY100	215 West 116th Street, LLC	215 West 116th Street	New York	10026-2410	NY
003251.67	NY101	135 East 125th Street, LLC	135 East 125th Street~124-132 East 126th Street	New York	10035-1614	NY
003475.91	NY106	The Jame Hotel	23-27 Grand Street	New York	10013-1618	NY
021348.77	NY75	Thor Milford Retail, LLC	700 8th Avenue	New York	10036-3901	NY
021352.66	NY104	IT 2211 Owner LLC	2211 Broadway	New York	10024-6263	NY
021360.01	NY11	25 West 39th Street Realty, LLC	25 West 39th Street	New York	10018-3805	NY
021366.18	NY70	Thor 545 Madison, LLC	545 Madison Avenue	New York	10022-4219	NY
021368.96	NY73	Thor 680 Madison Avenue, LLC	680 Madison Avenue	New York	10065-7246	NY
021370.61	NY43	597 Scribner, LLC	597 5th Avenue and 3 East 48th Street	New York	10017-1020	NY
021382.19	NY28	24th Street Retail, LLC	124 West 24th Street	New York	10011-1904	NY
021389.08	N14A	446 West 14th Street Associates, LLC	446-448 West 14th Street	New York	10014-1004	NY
*	N100	Joseph Sitt & Bert Dweck	169 Mercer Street	New York	10012-3278	NY





Account No. 1-53523

Policy No. 1063282

**WIND AREAS, APPENDIX C**

Index No	Location No.	Name	Street	City	Postal Code	State/Prov
*	N102	Thor 424 Broome, LLC	424 Broome Street, Unit 1	New York	10013-3227	NY
*	NY01	92 Rivington, LLC; Thor 92 Rivington Street, LLC	92 Rivington Street	New York	10002-2217	NY
*	NY102	432 Park Avenue 63A, LLC	432 Park Avenue~Apartment 63A	New York	10022-3553	NY
*	NY103	Thor 24 West 40th Investment, LLC	24 West 40th Street~Floors 4,5,6	New York	10118	NY
*	NY63	Thor 1006 Madison, LLC; 1006 Madison, LLC	1006 Madison Avenue	New York	10075-1841	NY
*	NY65	Thor 725 8th Avenue, LLC	725 8th Avenue	New York	10036-7002	NY
*	NY66	496 Broadway, LLC	496 Broadway	New York	10012-4495	NY
*	NY71	Thor 452 West Broadway, LLC	452 West Broadway	New York	10012-3141	NY
*	NY74	Thor 38 Park Row, LLC	36-38 Park Row	New York	10038-1550	NY
*	NY83	Thor 1566 Third Avenue, LLC	1566 Third Avenue~182-184 East 88th Street	New York	10128-3105	NY
*	NY85	Thor 195 Bowery, LLC	195 Bowery Street~161 Chrystie Street	New York	10002-2875	NY
*	NY90	Thor 350 West Broadway, LLC	350 West Broadway	New York	10013-2354	NY
*	NY93	31 Greene Street Soho, LLC	31 Greene Street	New York	10013-2540	NY
*	NY94	Thor 50 Bond Street, LLC	50 Bond Street	New York	10012-2460	NY
*	NY98	Colt 158 Franklin, LLC	158 Franklin Street	New York	10013-2934	NY

Account No. 1-53523  
Policy No. 1063282

**SUPPLEMENTAL UNITED STATES  
CERTIFIED ACT OF TERRORISM ENDORSEMENT**

**This Endorsement is applicable to all insured property in the United States, its territories and possessions and the Commonwealth of Puerto Rico.**

**Coverage for “Certified Act of Terrorism” Under The Terrorism Risk Insurance Act of 2002, as amended.**

In consideration of a premium charged of **USD 165,000**, this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a “Certified Act of Terrorism” as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD 100,000,000,000 during any calendar year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD 100,000,000,000. If the aggregate insured losses for all insurers exceed USD 100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for “Certified” losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 80% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

For the purposes of this Endorsement, a “Certified Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended. The criteria contained in that Act for a “Certified Act of Terrorism” include the following:

- A. The act resulted in aggregate losses in excess of USD 5,000,000; and
- B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of

the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### **FILING EXEMPTION NOTICE**

Various states have enacted laws which suspend the requirement for the filing of rates and forms used for commercial and large commercial risks. This notice is being sent to you in accordance with the following states' requirement for the insurance company to notify clients affected by this law. If you have any questions or concerns, please contact your Account Manager.

Applicable States:

Kentucky  
Michigan  
Missouri  
Pennsylvania  
South Dakota